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Newfoundland Statutes

THE

CONSOLIDATED STATUTES

OF

NEWFOUNDLAND

[THIRD SERIES.]

v. 4

PRIVATE ACTS

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4 Wm. IV., (2nd Sess.) CAP. 22.

An Act to Incorporate the St. John's Mechanics' Society.

[PASSED 12TH JUNE, 1834]

SECTION

1.—Officers of the society constituted a body corporate. Style and title. Power to make bye-laws, &c.

SECTION.

2.—How property may be acquired or disposed of
3.—Election of new officers to take place annually, on the 3rd March.

Whereas divers mechanics and tradesmen, being inhabitants of the town of Saint John's in this Colony did, in the year one thousand eight hundred and twenty-seven, establish and form themselves into an association or society, under the name and title of "The Saint John's Mechanics' Society," for the purpose of affording subsistence to such sick members as might need support, and for other good and wholesome purposes; since which said period the said society has been joined by numerous additional members; And whereas the members of the said society are desirous, for the better regulation thereof, that the same shall be rendered a body corporate and politic, with perpetual succession, as hath been signified and prayed for by the society; Be it therefore enacted, by the Governor, Council and Assembly of Newfoundland, in Parliament assembled, and by authority of the same, that PATRICK KOUGH, Esquire, of St. John's, builder, president of the said Saint John's Mechanic's Society; PATRICK KELLY, of Saint John's, cooper, vice-president of the said society; PATRICK KIELTY, of St. John's, cooper, first assistant of the said society; JAMES TUBRID, of Saint John's, cooper; second assistant of the said society; ROBERT WYLIE, of St. John's, cooper; JOHN CULLETON, of Saint John's, baker, and PATRICK MCCARTHY, of Saint John's, carpenter, treasurers of the said society; and THOMAS MCNAMARA, of Saint John's, cooper, secretary of the said society; and their successors in office for ever (which said successors shall be elected and chosen in the way and manner hereinafter mentioned) shall be, and they are hereby constituted and declared to be, a body corporate and politic, in name and deed, under the name and style of "The Saint John's Mechanics' Society," and the same shall be a perpetual corporation, and shall have a common seal, with power to change and alter the same from time to time at pleasure, and shall be in law capable of suing and being sued, pleading and being impleaded, defending or being defended, answering or being answered unto, in all courts of judicature, in all manner of actions, suits and causes whatsoever; and also, of contracting and being contracted with, relative to the

funds of the said corporation, and the business and purposes for which it is hereby constituted; and also, by and with the consent of the members of the said society, or a majority of them, may make, establish and execute, alter or repeal such bye-laws, rules and regulations, not contrary to the laws of this Colony, or the provisions of this Act, as the said corporation and members of the said society, may deem necessary and expedient for the better regulation and management thereof,

2. And be it further enacted, that it shall and may be lawful for the said corporation to purchase any real or personal estate, or to accept, hold and possess such as may be gratuitously given, granted, devised or bequeathed for the use and benefit of the said corporation and society, which shall not altogether exceed the yearly value or income of eight hundred pounds sterling; and that the said corporation shall and may sell, alienate or otherwise dispose of the said real or personal estate, so purchased, granted, devised or bequeathed, from time to time, as they shall or may see fit.

3. And be it further enacted, that on the third day of March in each and every year, a general meeting of the members of the said Saint John's Mechanics' Society shall take place, when such members, or a majority of the members who may be present, shall elect and choose a president, a vice-president, a first assistant, a second assistant, three treasurers and a secretary of the said society; who shall, for the year next ensuing such choice or election, and until a new election shall take place, be the members of the said corporation under the provisions hereinbefore made and prescribed.

12 VIC. CAP. 14.

An Act to enable the Members of the Independent or Congregational Church to revive certain Trusts, and for other purposes.

[PASSED 23RD APRIL, 1849]

SECTION.

- 1.—Members of the Congregational Church may, at a public meeting, appoint nine persons as trustees.
- 2.—Trustees, &c., may sell and dispose of church property. Proviso.

SECTION

- 3.—Authority vested in trustees, &c., to give title in law to lands, &c., sold by them
- 4.—Vacancies in trust, how filled up.

Whereas in and by a certain deed bearing date the twenty-fifth day of June, Anno Domini one thousand seven hundred and ninety, made between ANDREW BARNES of the one part, and RICHARD MILLER, GEORGE KEMP, THOMAS CREW, JOHN BROWN, JAMES BAYLEY, JOHN KEMP, WILLIAM BUDDEN, junior, RICHARD LEDGARD, WILLIAM BUDDEN, GILBERT TULLOCK, JOHN JONES, NATHAN PARKER, WALLIS LANG, HENRY PHILIPS, EDWARD FREEMAN, and JOSEPH LOWMAN, trustees therein named, of the other part, certain lands and premises situate in the town of St. John's, in this island, were conveyed and assured to the said trustees, for the purpose of erecting thereon a place of public worship for the members and congregation of the Independent or Congregational Church: And whereas in and by a certain other deed bearing date the fifteenth day of June, Anno Domini one thousand eight hundred and ten, certain other land, messuage and premises, with the appurtenances, situate in St. John's aforesaid, were conveyed, assigned, and assured by Henry Andrews and Elizabeth Andrews, to one Nathan Parker and one James Melledge therein named, for the use and benefit of the church aforesaid: And whereas a certain other messuage and premises, with the appurtenances, situate in St. John's aforesaid, were by a certain deed bearing date the eighth day of June, Anno Domini one thousand seven hundred and ninety-one, conveyed and assured by one Edward Freeman, for the use and benefit of the said church: Also whereas by reason of the death of the several trustees in the said several deeds named and described, the provisions of the said several trusts have become entirely inoperative, and the parties interested therein are without remedy either at law or in equity: And whereas petition has been made to the Legislature in its present session, by the members and congregation of the said church, for remedy and redress in the premises:

For remedy whereof, be it enacted, by the Governor, Council, and Assembly, in General Assembly convened, that it shall and may be lawful for the members of the said church, and being communicants therein, at a public meeting of the said members to be held for the purpose, which meeting shall be called by the minister of the said church for the time being, at the request of at least ten members of the said church, being communicants as aforesaid, by the vote of a majority to consist of not less than two-thirds of such communicants present at such meeting, to nominate and appoint nine persons as trustees, for the purpose of carrying into effect the object, and intent, and the provisions of the said hereinbefore recited trusts, and the purposes of this act.

2. And be it further enacted, that the said trustees so nominated and appointed as aforesaid, or the majority of them, by and with the consent and approbation of not less than two-thirds of the said members of the said church, being communicants therein, then resident in St. John's aforesaid, and signified under their hands and seals, shall have, and are hereby declared to have, full power and authority to sell and dispose of all or any part or parts of the said lands, messuages and premises, with the appurtenances recited and described in the said several deeds of trust hereinbefore referred to, or mortgage the same, as may at any time be found requisite and necessary: Provided always, that all moneys arising from such sale or mortgage shall be applied solely and exclusively for the purpose of obtaining by purchase or otherwise a suitable piece of land or premises, and erecting thereon a church for the use and benefit of the said congregation, and for no other use or purpose whatsoever.

3. And be it further enacted, that the said trustees so nominated and appointed as aforesaid, or a majority of them, by and with the consent and approbation of two-thirds at least of the said members of the said church, and being communicants therein, then present in Saint John's aforesaid, signified under their hands and seals, upon the receipt of any moneys arising from the sale or mortgage of the said lands, messuages and premises, in the said several recited deeds or any of them or any part or portion thereof, shall have, and are hereby declared to have, full power and authority to make and execute good and sufficient title in law, as far as the same can be made under and by virtue of the said several recited deeds, and the powers and provisions of this act, to the said lands, messuages, and premises, or any part or portion thereof, to any purchaser or purchasers or any mortgagee or mortgagees.

4. And be it further enacted, that when and so often as any vacancy shall happen by the death or permanent removal from the Colony of any

one or more of the said trustees so nominated and appointed as aforesaid, that then and in that case it shall be lawful for the members of the said church, and being communicants therein, at a public meeting of the said members to be called and held for that purpose, to nominate and appoint some other person or persons, as the case may require, to fill up such vacancy or vacancies, which meeting shall be called and held, and appointments shall be made, in the way and manner prescribed by the first section of this act: Provided nevertheless, that the person or persons so nominated and appointed to fill such vacancy or vacancies shall be members of the said church or congregation, and not otherwise.

16 VIC., CAP. 13.

An Act to regulate the election of Trustees of Lands and Chattels
for the Congregational Church in St. John's.

[PASSED 15TH JUNE, 1853]

SECTION.

- 1.—Meeting of Members of the Congregational Church to be holden to elect wardens. Vacancies in wardens, how filled up.
- 2.—Lands, &c., belonging to said church to be vested in wardens for the benefit of the members of the church
- 3.—Wardens may lease said lands.

SECTION.

- 4.—Wardens may be removed on sufficient cause. Proviso.
- 5.—List of wardens to be lodged at the Registrar's office, and to be evidence of their being such wardens. Schedule of property belonging to the Congregational Church.

Whereas petition has been made to the Legislature, in its present session, by the members of the Independent or Congregational Church in St. John's, to enable them to constitute trustees for the purpose of holding and transmitting certain lands and chattels for the use of the said church: And whereas it is expedient and proper to comply with such reasonable petition.

1. Be it therefore enacted by the Governor, Council, and Assembly of Newfoundland, in Legislative session convened, and by the authority of the same, that it shall be lawful for the minister of the said church, on Sunday the twenty-sixth day of June next, to give, during the usual morning service, public notice to the male members of the said church of a general meeting of such members, to assemble at some convenient place then to be specified, and at a day not nearer than ten days from the time of giving such notice, at which meeting so to be holden nine persons shall be chosen and elected trustees, who shall, with their successors as hereinafter provided, have succession and be in all time coming the wardens of the said church, by the style and title of "The Wardens of the Saint John's Congregational Church": Provided nevertheless, that seven at least of the nine persons so to be elected and chosen in manner aforesaid shall be members of the said church or congregation, and shall be resident in the town of Saint John's. That as often as any vacancy shall occur in the said wardens, by death, resignation, or removal, or when the number of wardens chosen or elected from the members of the said church or congregation shall, by reason of the absence of any one or more of them from St. John's for a period of twelve months, be reduced to less than seven, it shall be lawful for the male members of the said church to supply such vacancy, or fill up such number in manner aforesaid, by election at a

general meeting of the members of the said church, which shall be summoned by the minister for the time being of the said church in manner aforesaid, on requisition being made for that purpose in writing by any seven members of the said church: Provided nevertheless that in the filling up of all vacancies, from whatever cause such vacancies may arise, there shall not be less than seven of the wardens chosen and elected from the members of the said church and congregation, and resident in Saint John's.

2. That the several pieces of land now belonging to the said church, and more particularly described in the schedule to this act annexed, and also all moveable property now belonging to the said church, and all other property and interest in property whether landed or moveable, which shall hereafter be acquired by, for, or on behalf of the same by purchase, descent, or otherwise, shall vest in and be holden by the said wardens for the use and benefit and subject to the control, order and direction of the said members of the said church in manner hereinafter prescribed: Provided always that nothing herein contained shall affect the rights of any parties claiming title, as against the said wardens or the said congregation.

3. That the said wardens, or a majority of them, shall have full power to let by lease all or any part or parts of the said lands and chattels so vested or to be vested in them (save and except that piece of land and premises on which the stone chapel of the said church now stands), for such term of years, and for such rent, and on such conditions as such wardens may deem desirable, for the use and benefit of the said church.

4. That it shall be lawful for the members of the said church assembled at a general meeting to be convened by the minister in manner and form aforesaid, for good and sufficient cause, to remove any of the said wardens: provided that notice of the object for which such meeting shall be distinctly given at the time of convening it, and provided that at least two-thirds of the members of the said Congregational Church, then resident in St. John's, shall assent to the removal of such warden or wardens.

5. That the minister for the time being of such Congregational Church shall, as soon as convenient, and not later than seven days after every election of wardens, lodge in the office of the Registrar of Deeds of the Central district a full and correct list of the names of the wardens of the said church, and of the names of all new wardens; and the list of names of wardens so registered in such office, shall be held conclusive evidence of the fact of their being such wardens.

SCHEDULE.

OF PROPERTY BELONGING TO THE CONGREGATIONAL CHURCH IN SAINT JOHN'S, NEWFOUNDLAND.

All that piece or parcel of land and premises situate on the southern side of the Queen's Road, in the town of Saint John's, abutted and bounded as follows, that is to say:—On the northward by the said Queen's Road; on the eastward by a public lane known as the Meeting-house Lane; on the southward by property belonging to Nicholas Gill, Esquire; and on the westward by a public lane; the said above described piece of land having been heretofore and for a period of more than thirty years used by the said Congregational Church as their burying place.

All that piece or parcel of land and premises situate in the town of Saint John's, and lying on the western side of a public road or lane known as the Meeting-house Lane, abutted and bounded as follows, that is to say: On the northward by property belonging to Nicholas Gill, Esquire; on the southward by property belonging to William and John Freeman, and on the westward by property belonging to the directors of the Bank of British North America.

All that piece of land and premises situate on the southern side of the Forest Road, and abutted and bounded as follows, that is to say:—On the northward by the said road; on the eastward by property belonging to Livingstone's estate, and on the southward and eastward by land belonging to Bulley's estate.

All that piece or parcel of land and premises situate, lying and being between the roads leading from Saint John's to Parsons' and Upper Long Pond, abutted and bounded as follows, that is to say:—On the north by the meeting of the said roads; on the south by the rivulet running from Duggin's Gully towards Quidi-vidi Pond; on the east by the aforesaid road to Parsons' Pond, and on the west by the road aforesaid to Upper Long Pond; the said above described piece of land being held under lease from the Crown.

17 VIC., CAP. 2.

An Act to Incorporate a Company under the Style and Title of "The New York, Newfoundland, and London Telegraph Company."

[PASSED 15TH APRIL, 1854]

SECTION

- 1.—Peter Cooper and other shareholders created a corporation by the name of the "New York, Newfoundland and London Telegraph Company."
- 2.—Capital, fifteen hundred thousand dollars in shares of one hundred dollars each. Proviso,
- 3.—Upon subscription of two thousand five hundred shares, company to go into operation. Peter Cooper, Moses Taylor, and others, to be the first directors thereof till the first Monday in May, 1856, when, and in every succeeding year stockholders shall meet to review proceedings, etc, elect directors, &c.
- 4.—Power of directors to appoint officers, manage the affairs of the company, &c.
- 5.—Shares to be personal property, and liable to attachment and execution. Mode of proceeding thereon, &c.
- 6.—The company may construct a main line of telegraph from St. John's to Cape Ray; and from St. John's to Trepassay; and also branch lines not to interfere with the St. John's and Carbonear line. Proviso.
- 7.—Lines of telegraph may be erected along highways, &c., lands entered, compensation therefor, mode of ascertaining same by reference, &c.
- 8.—Governor to have preference in sending messages.
- 9.—Penalty for interrupting use of telegraph line or works. Offender wilfully damaging works guilty of misdemeanor.
- 10.—Upon completion of line to Cape Ray, crown grants of land to be made to

SECTION

- company, subject to certain conditions and reservations.
- 11.—Compensation, how to be made for road to be constructed by company.
- 12.—Act to be void unless two thousand five hundred shares be subscribed and effective operation commenced within one year.
- 13.—Materials to be imported free of duty.
- 14.—Company to enjoy exclusive right to line upon performance of certain conditions.
- 15.—Provision for purchase of line by government.
- 16.—Directors to issue bonds in payment of property purchased, or money borrowed by the company. Government guarantees payment to holders of fifty of such bonds, of the interest thereon for twenty years.
- 17.—Government paying such interest, to give notice to the directors, requiring them to reimburse therefor. Mode of enforcing repayment.
- 18.—Company to have power to construct telegraph lines between Newfoundland, Ireland, and other places. Proviso.
- 19.—Company may purchase property of late Newfoundland E. T. Company.
- 20.—Aliens may be stockholders and officers of company.
- 21.—Principal office of company, where to be held.
- 22.—On Atlantic submarine wire being laid down, Government to make further grant of land to company.
- 23.—Statement of affairs of company to be transmitted annually to Governor.
- 24.—Public act.

Whereas it is deemed advisable to establish a line of telegraphic communication between America and Europe, by way of Newfoundland; and whereas the parties hereinafter named have associated for the purpose of forming a company with capital or joint stock of three hundred and twelve thousand five hundred pounds sterling, or one million five hundred thousand dollars, with the privilege of extending it, as hereinafter provided.

Be it therefore enacted by the Governor, Council, and Assembly, in Legislative Session convened, as follows:—

1. That PETER COOPER, MOSES TAYLOR, CYRUS W. FIELD, MARSHALL O. ROBERTS, CHANDLER WHITE, FREDERICK N. GISBORNE, and all other persons who shall, pursuant to this act, become proprietors of shares

for the purpose of establishing a company to carry into effect the provisions of this act, and their successors and assigns, shall be, and they are hereby created, a body corporate and politic, by the name of the New York, Newfoundland and London Telegraph Company, and by that name may have a common seal, and sue and be sued, and may hold lands, tenements and hereditaments, goods, chattels, and things in action, and let, sell, assign and convey the same, or any part thereof, and do all other acts or things within the scope or for the purpose contemplated by this act, which corporations may of right do.

2. The capital or joint stock of the said company shall consist of the said sum of fifteen hundred thousand dollars in shares of one hundred dollars each, with the privilege to the said company, by resolution of the board of directors, to increase hereafter the capital stock from time to time; but not to an amount exceeding *three millions of dollars*;* Provided always that no assignment or transfer of any share shall be valid or effectual until such transfer be entered and registered in a book to be kept for that purpose, and provided also, that whenever any stockholder shall transfer in manner aforesaid all his stock or shares in the said company to any person, such stockholder shall cease to be a member of said corporation.

3. So soon as twenty-five hundred shares of the capital stock shall be subscribed the company shall go into operation, and the said Peter Cooper, Moses Taylor, Cyrus W. Field, Marshall O. Roberts, and Chandler White, shall be the first directors of the company, who shall continue in office until the first Monday in the month of May, which will be in the year one thousand eight hundred and fifty-six, and until their successors are appointed; on which said Monday of May, and on the first Monday in May in every succeeding year, there shall be a general meeting of the stockholders in the city of London, or in the city of New York, or in the town of St. John's, in this island, as the directors may from time to time determine, fourteen days' notice thereof having been given in three public newspapers, viz., the *London Gazette*, the *Royal Gazette* of this island, and a newspaper published in New York; at which meeting the board of directors for the past year shall exhibit a full statement of the affairs of the company, and the meeting shall thereupon proceed to examine the accounts, elect a board of directors for the ensuing year, amend or annul any bye-law, or make any new bye-law, and transact such other business as may then be brought before them. And any stockholder owning five shares of the capital stock of the company shall be eligible to be a director. Special meetings of the stockholders may also be called by the president or board

*Increased to six millions of dollars by 30 Vic., cap. 17.

of directors, by notice published once a week, for six successive weeks in three newspapers published as above mentioned; and at all meetings of the stockholders, each stockholder may vote in person or by proxy on production of sufficient written authority therefor, each share being entitled to one vote.

4. The directors of the said company for the time being shall have power to appoint a president, vice-president, treasurer, secretary, and other officers and servants of the said company; to prescribe their powers and duties, and fix their salaries; to fill vacancies in the board of directors (occurring by death, resignation or otherwise,) until the next general election of directors; to receive subscriptions to the capital stock from time to time in such amounts and from such persons as they shall determine, and to require payment of the same at such time and in such manner as they shall deem best; and to make bye-laws, not repugnant to the laws of this Colony and Great Britain, pay dividends, and generally to regulate and manage the affairs of the said company; and any three of such directors shall be a quorum for the transaction of business.

5. The shares in the capital stock of the said company shall be deemed personal property, and shall be liable to attachment and execution as other personal property, and the process or warrant in such case shall be served on the president, vice-president, or director or manager of the said company resident in Newfoundland, and such service shall bind the shares of any stockholder to the extent of such attachment or execution issued against him from the time that notice thereof shall be actually given at the principal office of the said company in New York, or elsewhere, where the transfer of shares shall be made and registered; and for the purpose of ascertaining the number of shares held by any shareholder against whom any attachment or execution may have issued, the president, vice-president, secretary, or any director or officer of the said company, may be examined in like manner as any third person having in his possession any goods, moneys, debts or effects of any defendant; and upon the sale by the sheriff, or proper officer, of any such shares under execution or otherwise, the officers or agents of the said company having charge of the transfer books, shall, on production of a bill of sale from the sheriff or other proper officer, transfer to the purchaser thereof the number of shares sold under such execution or other process belonging to the defendant at the time of such notice being given at the transfer office as aforesaid, and such transfer shall be valid and effectual to all intents and purposes: Provided always that such sale shall be subject to any debt that may be due from such defendant to the said company and that no sale shall be made or judgment

rendered until at least three months after such notice shall be given at the transfer office as aforesaid.

6. The said company shall construct, complete, keep in order, and operate a main or trunk line of magnetic, electric, or other telegraphs from Saint John's to or towards Cape Ray, and also from Saint John's to or towards Trepassay; and may also construct, complete, keep in order, and operate any other line or lines from any point in Newfoundland to any other point or points therein, or elsewhere as may be determined on by the company; and also branch lines connecting the said main or trunk lines with any town or village in Newfoundland: Provided always that such branch or other lines shall not interfere with the existing line of the St. John's and Carbonear Electric Telegraph Company, or any other lines that may be constructed between Saint John's and Carbonear by the said company. And provided also, that if at any time after ten years from the passing of this act, any branch line to connect with any town or village aforesaid be desired by the Government of this Colony, and the company shall not establish the same within twelve months after a requisition to that effect from the Governor of this Colony, the Government of this Colony may establish such branch line at its own expense, for local traffic only.

7. The company may erect or maintain their said lines of telegraph along the side of or across any public highways, bridges, water-courses, or other such places, provided they do not interfere with the public right of travelling thereon, and may enter upon any lands, or places, and survey and set off such parts thereof as may be necessary for the said lines of telegraph, and may take from any part of the ungranted and unoccupied Crown lands of this Colony, any posts or building materials necessary to make or repair the lines or any buildings in connection therewith, and in cases of disagreement between the company and any owner or occupier of lands which the company may take for the purposes aforesaid, or in respect to any damage done to the same, by constructing the lines through or upon the same, the company and such owner or occupier, as the case may be, shall each choose an arbitrator, which two arbitrators shall choose a third, and the decision (on the matter in difference) of any two of them in writing shall be final; and if the said owner or occupier, or the agent of the said company, shall neglect or refuse to choose an arbitrator within four days after notice in writing to him from the opposite party, or if such two arbitrators, when duly chosen, shall disagree in the choice of a third arbitrator, in any such case, it shall be lawful for the Colonial Secretary for the time being to nominate any such arbitrator, or such third arbitrat-

or, as the case may be, who shall possess the same power as if chosen in manner above provided.

8. The Governments of Great Britain, of the United States, and of Newfoundland, shall respectively have, at all times, a preference over all persons, of conveying messages on the said lines of telegraph, relating to the public services of these governments respectively, and the rate of charges therefor shall not exceed the charges made to private individuals; and the said company shall at all times transmit the messages of private parties without preference or delay.

9. Any person wilfully interrupting the free use, by the said company, of any line of telegraph established by it, or any works connected therewith, shall be subject to a penalty of not less than one hundred nor more than five hundred dollars, to be recovered by any person informing and suing for the same, in a summary way, before one or more justices of the peace, and to be levied by a warrant of distress and sale of the offender's goods and chattels; one half of such penalty shall go to the party suing for the same, and the other half to be paid to the Receiver General for the use of the Colony; and in default of goods and chattels to satisfy such warrant, every such offender shall be committed to gaol by such justice or justices for any period not exceeding one hundred days; and if any person shall wilfully or maliciously obstruct or damage any such line, works, building, machinery, or other property connected therewith, he shall be guilty of a misdemeanor, and shall be punished by imprisonment for a period not exceeding one year, and by a fine not exceeding one thousand dollars. And every operator, agent or servant of the company, employed in the transmission or delivery of intelligence or messages shall, before he enters on the duties of his office, make oath before a judge or justice of the peace that he will not wilfully divulge the contents of any message transmitted by said company, or left with any of its operators, agents or servants, for transmission or delivery; and every person violating the said oath shall be adjudged guilty of a misdemeanor and be punished by imprisonment for a period not exceeding one year, and by a fine not exceeding one thousand dollars.

10. So soon as the said line of telegraph shall be completed from St. John's to Cape Ray, or any other point on the west coast of Newfoundland, the Governor shall, on the application of the company, from time to time, issue grants, under the great seal of this island, to the said company, of any ungranted and unoccupied wilderness land in Newfoundland, in blocks or parcels the contents of which shall not be less than three square miles, and in all not exceeding fifty square miles, subject, nevertheless, to

such percentage upon the produce of mines, and to such conditions as to working thereof, within a limited period, not less than ten years, and to such conditions as to the permanent settlement in fee simple of such land by one settler to every five hundred acres so granted, within five years from the date of any such grant, and to the right of the public to construct any roads and bridges in and over the said land as now are or may hereafter be specified and defined by the laws of Newfoundland or Great Britain; and the said company shall have power to alien or dispose of the said lands, or any part or parts thereof, or to occupy, work, or use the same, or any part thereof, in any manner it may deem proper, subject to the like conditions and reservations as aforesaid. And for the purpose of preventing new claims to the prejudice of the said company, it shall be lawful for it, at any time after this act goes into operation, to signify, in writing, to the Governor, the selection of the said lands, or any part thereof, which it desires to have granted to it as aforesaid; and such lands shall thereupon be reserved for the said company until the completion of the said telegraph line as aforesaid, or until three years after the passing of this act; and all grants to the said company under this act shall be issued without any charge to them for surveys or otherwise: Provided always that nothing herein contained shall affect the provisions of the seventh and eighth sections of the act of the legislature of this Colony passed in the seventh year of Her Majesty's reign, chapter one, which sections are as follows, viz.:—"That it shall and may be lawful for the Governor, or person administering the Government, from time to time, to reserve, set apart, and appropriate, such parts or portions of any unoccupied land in any of the districts of this island, or places within its government, as he may, by and with the advice and consent of the Council, deem proper and expedient to appropriate, for the purpose of erecting court houses, market places, churches, chapels, or other places of public worship, or for the erection of school houses or for any other public use or purpose; and also such portions of unappropriated ship's rooms, beaches and shores, as may be deemed necessary or convenient to set apart for the general and public uses of the inhabitants within any of the districts or places aforesaid." "That it shall and may be lawful for the Governor, or person administering the Government, by and with the consent of the Council, to order the reservations of such and such portions of bogs as may be deemed necessary for the supply of manure or fuel to the public, and such and such portions of forest as may be necessary for the uses of the fishery."

11. So soon as an hundred miles of good and traversable bridle road eight feet wide, with bridges eight feet wide, along a line of the said intended telegraph, shall have been constructed by the said company from Saint John's towards Cape Ray, or other point on the western coast of this

island, or from Saint John's to Trepassey, by way of Renew's, the Governor shall draw his warrant on the Colonial Treasurer, in favor of the company for the sum of fifteen hundred pounds; and so on, at the rate of fifteen hundred pounds for every additional hundred miles of the said road, as fast as the same shall be finished, until the completion thereof to the western coast of Trepassey, and at the same rate for the last portion, if less than one hundred miles: Provided always that the whole amount to be paid for the completion of the said roads and bridges to Trepassey and the western coast shall not exceed the sum of five thousand pounds. And the company shall be bound to complete the said bridle roads and bridges to Trepassey and the western coast, for the said amount, *within two years*;* and the bridle roads so constructed shall be public highways, subject to the rights of the company, which shall not be bound to keep the same in repair.

12. Unless twenty-five hundred shares at least of the capital or joint stock of the said company shall be subscribed, and effective operations commenced for the establishment of the said line of telegraph within one year after the passing of this act, this act and everything herein contained shall be utterly null and void.

13. All wires and materials required for constructing, repairing, or working the main or branch lines of telegraphs, or for connecting them or any of them with any other island, province, or country, shall and may be imported free of duty.

14. The corporation hereby created shall have the sole and exclusive right to build, make, occupy, take or work the said line or any line of telegraph between Saint John's and Cape Ray, or between any other points in this island (excepting only the existing line between Saint John's and Carbonear) for the full period of fifty years from the passing of this act; subject nevertheless to the right of pre-emption by the Government of this Colony, as hereinafter provided; and during the said period of fifty years, no other person or persons, body or bodies politic or corporate, shall be permitted to construct, purchase, take or operate, any line or lines of telegraph on this island, or to extend to, enter upon, or touch any of this island, or the coast thereof, or of the islands or places within the jurisdiction of the Government of this Colony, with any telegraphic cable, wire, or other means of telegraphic communication, from any other island, country, or place whatsoever. Provided, however, that if the said line of telegraph shall not have been completed from Saint John's to Cape Ray or

*Extended to last day of October, 1857, by 19 Vic., cap. 12, sec. 1.

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other point on the western coast of Newfoundland, and a communication by telegraph across Prince Edward Island or the island of Cape Breton or otherwise, established with the continent of America, within five years from the passing of this act, the exclusive privileges granted by this section shall cease.

15. If at any time after twenty years from the passing of this act, it shall be deemed advisable by the Governor in Council that the lines of telegraph and other property of the said company shall be transferred to and vested in the Government of this island, it shall be lawful for the Governor to cause a written notice to be given to the said company, which shall be served upon the president or director, or manager in this island, which notice shall state that the Government has decided upon becoming the holder of the said lines and other property; and thereupon the Governor and the company shall each choose an arbitrator, and the arbitrators so chosen shall appraise the telegraph lines, wires, cables, apparatus, vessels, and all other property connected therewith; and if they cannot agree they shall choose a third as umpire, and if they do not make such choice, the Supreme Court shall appoint an umpire, and the appraisement of any two of them shall be taken as the true and just value of said property; and after the expiration of one year from the time the award of the arbitrators shall have been communicated to the Government and the company, and after the payment made or tendered in manner hereinafter provided, all and singular the said telegraphic lines, wires, cables, apparatus, vessels, and other property so appraised, shall become the property of Her Majesty, for the benefit and public use of this island, and shall be thenceforth held free and discharged from all claims of such company or shareholders thereof, or any person whosoever; and the Government shall draw warrants upon the Treasurer of this Colony for the payment to such company of the amount so awarded as aforesaid, and the payments in discharge of such warrants shall be made or tendered by the Treasurer aforesaid to the president and directors of the said company, or their director or manager in this island, as the Governor shall direct and appoint; but this section shall not apply to any lands granted to the said company, by virtue of the tenth and twenty-second sections of this act, nor to the proceeds thereof, or any land or property purchased with such proceeds, nor to the bonuses to be paid to the company, or to any land or property purchased with the same or any part thereof, nor to any mines or minerals, or the property connected with the management or working of such mines or minerals.

16. The directors may, from time to time, by resolution, authorize and direct the issue of bonds by the said company for such sums in dol-

lars and cents, and to such an amount in the aggregate, as the directors may deem expedient in payment for any property purchased by the said company, or for any money borrowed by it, or to negotiate and sell at public or private sale, at such price as the directors may deem satisfactory, for the purpose of raising funds for the use of the said company; and the Government of this Colony hereby guarantees the payment to the holders thereof of the interest, for the period of twenty years only, upon fifty of such bonds, five thousand dollars each respectively. The bonds upon which the interest is so guaranteed, to be payable by the company in twenty years in London, with five per cent interest, payable semi-annually, and convertible into stock at its par value, according to the current rate of exchange between New York and London, at any time within ten years at the option of the holders. The bonds, of which the interest is so guaranteed, shall be registered in the office of the secretary of the Colony; and such registry shall be certified by an endorsement thereon signed by the Colonial Treasurer and countersigned by the Colonial Secretary, to the effect that the payment of the interest on the same for the period aforesaid is guaranteed by the Colony; and for the amount of the interest on the bonds so issued and guaranteed, the Government of this island shall have by force of this act a lien upon all the telegraph lines, works and property of said company in this island to the continent of America, in preference to all other claims. The bonds, of which the interest is so guaranteed, to be delivered to the said company as follows: ten of them when the company shall have begun to operate under this act; ten of them when the telegraph line and bridle roads before-mentioned shall have been completed from St. John's to Cape Ray, or some other point on the west coast of Newfoundland, and Trepassey; and the remaining thirty when the telegraph shall have been completed from St. John's to Prince Edward Island or the island of Cape Breton. But before the said remaining thirty bonds are delivered to the said company, they shall be offered by the company for sale at par (reckoning the rate of exchange between St. John's and London at twenty per cent. premium), to the government of this Colony, or any inhabitant thereof, by notice published for three successive weeks in the *Royal Gazette* of this island; and if the said bonds or any of them be purchased by the Government or any inhabitant of this Colony at or before the expiration of the said three weeks, the bonds so purchased shall be delivered to the purchaser, and the par value thereof be paid to the said company in lieu of the said bonds; and in case the said company shall not think fit to receive the bonds last above mentioned within ten days after they shall be entitled to receive the same, there shall be offered for sale to the Government, for the inhabitants of this Colony, stock in the said company to the extent of

thirty thousand pounds sterling, or one hundred and forty-four thousand dollars at par, which shall in such case be offered by advertisement in manner above mentioned .

17. And if it shall so happen that the Government of this Colony shall be called upon to pay any sum of money as interest upon the said bonds or any of them, in pursuance of such guarantee as aforesaid, and shall actually pay such interest thereon, the Governor of the Colony shall forthwith cause notice of such payment to be given to the directors of the said company, or to their director or local manager in this island, requiring the said company to refund such payment within a time (not less than three calendar months) to be limited in such notice; and if at the expiration of the time so limited such payment shall not have been refunded, the Governor of the Colony shall in the name of Her Majesty, and for the public service of this Colony, cause possession to be taken of the whole of the property and effects of the said company specified in the last preceding section, and retain possession thereof, and of the profits of the same, until such interest so paid by the Government of this Colony shall have been refunded; and in case the said company shall not within six calendar months after possession of such property and effects shall have been so taken as aforesaid, redeem the same by refunding the amount so paid, and all charges thereon (subject to an account of the rents and profits in the meantime by the Government of this Colony), then and in such case it shall be lawful for the said Government to sell the said property and effects by public auction at Saint John's, or New York, after three months' notice in the *London Gazette*, the *Royal Gazette* of this island, and in a newspaper published in New York, and to pay over to the said company the surplus arising from such sale after payment of all expenses, and the amount so paid as aforesaid, and reserving as a pledge a sum sufficient to purchase at six per cent. an annuity equal to the future interest so guaranteed on the said bonds: Provided that should the highest amount *bona fide* bid at such sale be insufficient to meet the amount so due, and the expenses as aforesaid, together with such sum as will purchase such annuity as aforesaid, it shall be competent to the said Government to take and hold the said property and effects absolutely as their own property, in lieu of all their claims arising out of the said guarantee.

18. The said company shall have power to establish, construct and work a line or lines of telegraph between Newfoundland and Ireland or any other island, place or places in the Atlantic ocean, or in Europe or in the United States, and to construct, purchase and work any telegraph line or lines, or means of communication, in Canada, Prince Edward Island,

Cape Breton, Nova Scotia, New Brunswick, and the United States, and in the waters adjacent to or between the said islands, provinces, or states, and between any of them and Newfoundland: Provided, however, that such consent as may be necessary shall be first obtained of the Governments of said provinces and states respectively; and generally to purchase or hire any line of telegraph which may now or hereafter be constructed by any person or person, or body or bodies politic or corporate, in the United States, or British provinces of North America, or in Europe, and to use the same for the transmission of messages and intelligence; and they may also construct, purchase, hire, or use, any steam or other vessels to aid in the acquisition or transmission of intelligence between America and Europe, or in carrying on any of the operations of the said company.

19. The said company may purchase from the said Peter Cooper, Moses Taylor, Cyrus W. Field, Marshall O. Roberts, and Chandler White, at such price and on such terms as may be agreed on between them and the said company, the telegraphic lines, wires, posts, insulators, cables and other property in Newfoundland, Prince Edward Island, New Brunswick, and the waters between New Brunswick and Prince Edward Island, which belonged to the late Newfoundland Electric Telegraph Company, and which the said company sold, transferred and conveyed, to the said Peter Cooper, Moses Taylor, Cyrus W. Field, Marshall O. Roberts, and Chandler White, on the tenth day of March in the year one thousand eight hundred and fifty-four; and from the time of the transfer and conveyance thereof, executed by the said Peter Cooper, Moses Taylor, Cyrus W. Field, Marshall O. Roberts and Chandler White, to the company incorporated by this act, the said New York, Newfoundland and London Telegraph Company shall become seized and possessed of and entitled to all the said telegraph lines, wires, posts, insulators, cables, and other property, and may hold, use and dispose of the same in the same manner and with the same effect as if the company hereby incorporated had built and constructed the same after the passage of this act.

20. Every stockholder in the said company, whether a British subject or a citizen of the United States, or other alien, or resident in Newfoundland, the United States, or elsewhere, has and shall have equal rights to hold stock in the said company, to vote on the same, and to be eligible to office in the said company.

21. The place where the meetings of the stockholders and of the board of directors shall be held, and where the principal office for the transaction of the business of the company shall be established, shall be in

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the city of London or in the city of New York, or at St. John's, in this island, as the directors may from time to time determine; but there shall always be a director or local manager for the transaction of the necessary local business in Great Britain and the United States respectively.

22. So soon as the said company shall have actually established a communication across the Atlantic ocean by means of a submarine cable or wire from this island, the said company shall be entitled to receive from the Government of this island a grant of fifty square miles of ungranted and unoccupied wilderness land, to be selected by the said company, in addition to the grants hereinbefore mentioned, and subject to the same conditions and provisos as are mentioned in the tenth section of this Act.

23. On the first Monday in July in each year the principal agent or manager of the said company in Newfoundland shall transmit to the Colonial Secretary thereof, to be laid before the Governor for the information of the Legislature, a statement of the affairs of the company, in duplicate, showing the profits of the company for the then last preceding year, with a statement of any bonds that have been converted into stock or cancelled,—which bonds shall be returned to the Secretary of the Colony, and a list of the directors and stockholders to be deposited in the Colonial Secretary's office, for reference only.

24. This Act shall be deemed and taken to be a public act, and shall be judicially noticed as a public act without being specially pleaded.

19 VIC., CAP. 12.

An Act to amend the Act for the Incorporation of the New York, Newfoundland and London Telegraph Company.

[PASSED 12TH MAY, 1856.]

SECTION

- 1.—Time limited for completion of roads and bridges extended to 31st October, 1857.
- 2.—Company, with Governor's sanction, may substitute floating bridges or ferries for bridges required by aforesaid Act. Proviso.

SECTION

- 3.—Company may sell shares if instalments due on same be not paid up.
- 4.—Privileges of governments of British American Colonies.

Whereas by an Act passed in the seventeenth year of the reign of Her present Majesty, entitled "An Act to Incorporate a Company under the style and title of the New York, Newfoundland, and London Telegraph Company," it was among other matters therein contained, provided that the said company should within two years from the passing of the said Act be bound to complete a good and traversable bridle road eight feet wide, with bridges eight feet wide, along the line of the said intended telegraph between St. John's and Cape Ray, and between St. John's and Trepassy; and it is expedient that the said Act should be amended in these and certain other particulars.

Be it therefore enacted by the Governor, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. The time for the completion of the said roads and bridges shall be extended to the last day of October, which will be in the year eighteen hundred and fifty-seven.

2. It shall be competent for the said company, in places in which the Governor and Council may consider the change to be necessary, and not detrimental to the public service, to substitute flying or floating bridges or ferries sufficient for the passage of cattle and carriages for the permanent bridges required by the said Act: Provided that such bridges and ferries shall be constructed and maintained in such manner as the Governor in Council may consider efficient for the purpose for which they may be respectively designed.

3. In case any shareholder of, or a subscriber to the said company, shall not pay the instalments or payments from time to time falling due on his shares, pursuant to the provisions of the said recited Act, it shall

be competent for the directors after one month's written notice to the party in default to sell such shares by private sale or public auction, and to pay as much of the proceeds thereof as may be necessary in discharge of the amount due on such shares, and to pay the surplus, if any, to the original proprietor of said shares.

4. The governments of British colonies in America shall have the like privileges with regard to the transmission of messages on the said line, as are provided in the said recited Act with respect to the Government of this Colony.

20 VIC., CAP. 1.

An Act further to amend an Act passed in the Seventeenth year of Her Majesty's Reign, entitled "An Act to Incorporate a Company under the style and title of the New York, Newfoundland and London Telegraph Company."

[PASSED 3RD MARCH, 1857.]

SECTION

- 1.—Power to join transatlantic submarine electric telegraph cable to the electric telegraph line passing through this island to the continent of America.
- 2.—Consolidation of the New York, Newfoundland and London Telegraph Company with the Atlantic Telegraph Company, Limited. Powers and privileges of consolidated company.
- 3.—Application of this Act to Atlantic Telegraph Company, incorporated, or to any other such company.

SECTION

- 4.—Reservation of rights secured by law to the Imperial, Colonial and American Governments.
- 5.—Shares, &c., of consolidated or incorporated company to be liable for debts from New York, Newfoundland and London Telegraph Company.
- 6.—Penalty for injury to property of the Company. Conviction before a Justice or Justices.
- 7.—Power to apprehend offender.
- 8.—Appropriation of fines.
- 9.—Protection of party arresting offender.

Whereas the New York, Newfoundland and London Telegraph Company have applied to the Legislature of this Colony to amend the Act passed in the seventeenth year of Her present Majesty's reign, entitled "An Act to Incorporate a Company under the style and title of the New York, Newfoundland and London Telegraph Company"; and it is deemed advisable to grant the application:

Be it therefore enacted, by the Governor, Legislative Council and Assembly of Newfoundland, in Legislative Session convened, as follows:—

1. The said New York, Newfoundland and London Telegraph Company may by resolutions of their board of directors, certified under their corporate seal, give to the Atlantic Telegraph Company, limited, constituted in England under the provisions of an Act of the Imperial Parliament, entitled "The Joint Stock Companies' Act, 1856," the consent of the New York, Newfoundland and London Telegraph Company, that the said Atlantic Telegraph Company, Limited, may extend their submarine cable to, and touch and enter upon this island, with such restrictions and upon such terms and conditions, as may be agreed on between the said two companies; and upon such consent, and subject to such restrictions, terms and conditions, the submarine cable of the said Atlantic Telegraph Company, Limited, may be extended to this island, and brought into the joint station of the said two companies; and when so extended shall be deemed in law

to have been made in compliance with the provisions of the said Act incorporating the New York, Newfoundland and London Telegraph Company, and to be an extension of their telegraph line to Europe, to the same extent, and with the same effect, as if such submarine cable were established, constructed and worked by the said New York, Newfoundland and London Telegraph Company, which said company shall thereupon be deemed to have actually established a connection across the Atlantic ocean, by means of a submarine cable, or wire from this island; and all rights, privileges, benefits, and advantages which the said New York, Newfoundland and London Telegraph Company would have had if they had established, constructed and worked a line of telegraph between this island and Ireland, they shall be entitled to have and enjoy upon the laying down of the submarine cable of the said Atlantic Telegraph Company, Limited, between this island and Ireland or England.

2. It shall be lawful for the New York, Newfoundland and London Telegraph Company, by resolution of the stockholders, or a majority of them in interest, to effect a consolidation of the said company with the said Atlantic Telegraph Company, Limited, upon such terms and conditions, and under such corporate name, as may be agreed upon between the said companies; and upon such consolidation being effected, there shall be thenceforward one consolidated company, into which the said New York, Newfoundland and London Telegraph Company shall be merged; and such consolidated company shall have all the rights, powers and privileges which the said New York, Newfoundland and London Telegraph Company now has, or can have, under its charter or act of incorporation, and the acts amending the same, together with such other powers, rights and privileges as may be given to it by or under any Act of the Imperial Parliament.

3. In case the said Atlantic Telegraph Company, Limited, shall procure their incorporation in that or any other name, by an Act of the Imperial Parliament (or in case any other company shall hereafter be formed, with which the said New York, Newfoundland and London Telegraph Company shall enter into an agreement similar in terms to that above mentioned), such other corporation or company shall stand in the place of the said Atlantic Telegraph Company, Limited, in respect to every power or authority hereby given; and this Act shall be deemed to apply thereto in the place and stead of the Atlantic Telegraph Company, Limited.

4. Nothing in this Act contained shall effect any lien, claim, right, title, interest or privilege, secured to the Imperial Government or to the governments of Newfoundland and of the other North American colonies,

and of the United States, respectively, under the provisions of the said first recited Act, or of any Act in amendment of the same; and such lien, claim, right, title, interest and privilege shall exist and be in force with respect to any new lines or cables that may be established by the said companies or either of them in this island, and between this island and the continent of America.

5. The shares and estates, stock and interest of the said New York, Newfoundland and London Telegraph Company in the stock and property of any company with which said company shall unite, or into which it shall merge, and the property of the said consolidated company in this Colony, and between this Colony and the continent of America, shall be in all respects subject and liable to the debts, obligations and liabilities of the said New York, Newfoundland and London Telegraph Company, in like manner as the property of the last mentioned company is now liable to such debts, liabilities and obligations aforesaid.

6. If any person shall wilfully and maliciously throw down, destroy, damage or injure, any post, wire, insulator, cable, line, building, erection, apparatus, machinery, or other works, or obstruct the operation of any line of the said New York, Newfoundland and London Telegraph Company, or of the said Atlantic Telegraph Company, Limited, after such consolidation and merger as aforesaid, or of any other company with or into which the said New York, Newfoundland and London Telegraph Company shall at any time unite or merge, under the provisions of their Act, such person shall be guilty of a misdemeanor, and shall, upon conviction before any Court of Record, be punished with fine or imprisonment, or both, at the discretion of the Court; and upon conviction in a summary manner, before one or more justices of the peace, shall be punished by fine not exceeding twenty dollars, or by imprisonment not exceeding one calendar month, at the discretion of such justice or justices.

7. It shall be lawful for any servant or officer of the New York, Newfoundland and London Telegraph Company, or for any other person who may witness the commission of any such offence aforesaid, forthwith to apprehend the offender and take him before a justice of the peace, to be by him held to bail to answer for such offence, either before a Court of Record, or before one or more justices, as the said justice may determine.

8. All such fines as aforesaid shall be paid, one half to the party who shall prosecute for the same, and the other half to the Receiver General for the use of the Colony; and no conviction that may be had

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before one or more justices shall be quashed for want of form, provided sufficient shall appear in such conviction to warrant the same upon the merits.

9. If any action shall be instituted against any person on account of any such apprehension as aforesaid, the defendant therein may plead the general issue, and give the special matter in evidence.

25 VIC., CAP. 11.

An Act to Incorporate the St. John's Association in aid of the Colonial and Continental Church Society.

[PASSED 27TH MARCH, 1862.]

SECTION

- 1.—Incorporation of Colonial and Continental Church Society.
- 2.—Society may hold real estate to the value of ten thousand pounds sterling.
- 3.—Annual subscribers of ten shillings or donors of ten pounds to be members.
- 4.—Committee to consist of not more than twelve nor less than six.

SECTION

- 5.—President and others to be committee men.
- 6.—Committee to be appointed at annual meetings; may be re-elected; subject to approval.
- 7.—Meetings of committee.
- 8.—Transfer of property; Standing rules.

Be it enacted by the Governor, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. That the persons hereinafter named, that is to say: CHARLES SIMMS, JOHN WINTER, M.D., EDWARD L. JARVIS, JAMES BAYLY, HUGH W. HOYLES, J. W. MARRIOTT, the Rev'd THOMAS M. WOOD, FREDERICK B. T. CARTER, and all such persons as now are members of the corresponding committee in Saint John's, Newfoundland, of the society called "The Colonial and Continental Church Society," and their successors, are hereby created a body corporate by the name of "The Saint John's Association in aid of the Colonial and Continental Church Society," and by that name shall have succession and a common seal, and by that name may sue and be sued, and may purchase, take and hold real and personal estate, and may let, sell and convey or otherwise manage and dispose of the same or any part thereof, and shall have power to make bye-laws for the rule and good management of the association, the establishing of the officers proper for the management of its affairs, and generally for the promotion of the interests of the society; but such bye-laws shall not be contrary to the laws of Newfoundland, or to the provisions of this act. The standing rules of the association previously to the passing of this act are confirmed as the bye-laws of the association.

2. The society shall not hold at any time real estate of greater value than ten thousand pounds sterling.

3. All persons paying an annual subscription of ten shillings sterling or upwards, or making at one time a donation of ten pounds sterling

when admitted pursuant to the bye-laws, shall be members of the society; but if such annual subscription shall not be actually paid into the funds on or before the twenty-fifth day of November in each year, such member shall cease to be a member of the society until the same shall be paid, or until such person shall otherwise become a member thereof under some bye-law or rule of the society.

4. The association shall be governed and its affairs managed by a committee of not more than twelve, nor less than six persons; such committee constituting the corresponding committee of the parent society.

5. The president, vice-president, treasurer and secretary shall be *ex officio* members of all committees.

6. The committee and all the office-bearers shall be appointed at the annual general meeting of the society by the majority of the members present, according to the standing rules now in operation, or to be made under and by virtue of this act. The committee and the office-bearers shall be eligible for re-election. The appointment of members of the committee is to be subject to approval by the committee in England of the Colonial and Continental Church Society.

7. The committee shall meet as often as there may be occasion, five being a quorum.

8. All the property belonging to the association, and all the lands, tenements and property belonging to the Colonial and Continental Church Society situate in this island (the trustees of the last named society having testified their consent in writing thereto) shall, by virtue of this act, and without further and other conveyance, be transferred to and vested in the said incorporated society for the uses thereof.

STANDING RULES OF THE ASSOCIATION, ADOPTED PREVIOUSLY TO THE
ACT OF INCORPORATION.

1. Annual subscribers of ten shillings sterling or upwards shall be members of the association during the continuance of their subscriptions. Benefactors of ten pounds sterling or upwards at one time shall be life members.

2. Members will be entitled to receive the annual reports and other occasional publications of the parent society, and will have the same privileges as if they subscribed directly to the parent society.

3. The objects of this association shall be to call forth the zeal of Christians in general, and especially of members of the Church of England, in support of the Colonial and Continental Church Society, to promote its objects and proceedings, to procure collections, subscriptions and other contributions, and to give the society in England information upon all matters coming within the operation of the society.

4. No part of the lands or property of the Colonial and Continental Church Society shall be sold by the association without the express authority of the committee of the parent society, signified by a resolution authenticated by the signature of the secretary.

5. The whole of the funds obtained by the association, after deducting incidental expenses, shall be accounted for to the parent society in England

6. A general meeting of the association shall be held annually on such a day as shall be fixed by the committee, when a report of the proceedings shall be read, and an account of receipts and disbursements presented duly audited, and the officers of the association chosen for the ensuing year.

7. The committee and all officers of the association, and the several teachers employed, shall be members of the Church of England.

26 VIC., CAP. 5.

An Act to Incorporate the Harbor Grace Water Company.

[PASSED 25TH MARCH, 1863.]

SECTION

- 1.—John Munn and others united into a company for the purposes of this Act.
- 2.—Capital stock ten thousand pounds currency in two thousand shares at five pounds each, payable at such times as directors may appoint, &c.
- 3.—Capital stock may be extended to twelve thousand pounds currency.
- 4.—By whom certificates of stock shall be signed. Interest at the rate of five per cent., payable by the company; and in default thereof, payable by the Receiver General.
- 5.—Time at which first general meeting shall be held. How summoned. Six directors to be elected.
- 6.—When meetings may be called for special purposes.
- 7.—Mode of voting at meeting of stockholders.
- 8.—Four directors from quorum. Election of president. Provision as to vacancies. Statement of affairs to be submitted. Appointment of officers. Salaries to be subject to approval of the Governor.
- 9.—Shares in the stock assignable, subject to rules.
- 10.—Shares liable to attachment, &c.
- 11.—Company may dig trenches in streets, &c.
- 12.—Repairs of service pipes. Cost to be borne by consumers.
- 13.—Mode of compensating parties for lands taken or damaged.
- 14.—Penalty for using water without consent of company.

SECTION

- 15.—Penalty for interrupting company in the exercise of the powers vested by this Act.
- 16.—Annual statement to be transmitted to Colonial Secretary.
- 17.—After twenty years Government may purchase works of company on certain conditions.
- 18.—Streets through which pipes and mains must be conveyed. Provision for supply of water to the poor.
- 19.—Directors may establish water rates subject to the control of the Governor. Notice of change of rate.
- 20.—Owners and occupiers to pay rates, &c. Provide as to supply for manufacturing.
- 21.—Meaning of term "owners."
- 22.—Appraisers to be appointed by the Governor. Their duties.
- 23.—Return of appraisers open to examination. Court of Revision.
- 24.—Secretary to act as collector, and give bonds, &c. Duties of collector.
- 25.—Officers to be paid from company's funds such sums as the Governor shall determine.
- 26.—Occupiers at a less rent than seven pounds currency to be exempt.
- 27.—Governor may appoint one director. No proceeding of the board valid against the recorded vote of such Government director, until approved of by the Governor.

Whereas it is expedient to provide for a sufficient supply of water to the town of Harbor Grace, by the incorporation of a company formed for that purpose upon the conditions hereinafter mentioned:

Be it therefore enacted, by the Governor, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. JOHN MUNN, WILLIAM DONNELLY, WILLIAM HENRY RIDLEY, ARTHUR THOMEY, JOHN HAYWARD, HENRY TYTE MOORE, ROBERT WALSH, JOHN J. RODDICK, NATHANIEL DAVIS, DANIEL GREEN, PATRICK STRAPP, JAMES CRANE, GEORGE BROWN, CAPTAIN JOHN MUNN, GEORGE MACKINSON, and GEORGE RUTHERFORD, and all such other persons as may have associated with them for the purposes aforesaid, or may hereafter become stockholders in the said company, and their respective successors, executors, administrators and assigns shall be and they are hereby united into a

company for the purposes aforesaid, and shall be a body corporate and politic, in law, in fact and in name, by the style of "The Harbor Grace Water Company," and by that name shall have perpetual succession and a common seal, with power to alter the same, and shall be capable in law of suing and being sued, impleading and being impleaded, in all courts and places whatsoever, and shall and may purchase, hold, receive, and assign lands and chattels, and all such matters and things as may be necessary for the business of the said corporation, and as to them as such body politic and corporate shall pertain to do.

2. The capital stock of the said company shall consist of ten thousand pounds currency, being in two thousand shares of five pounds currency each, payable at such times as the directors of said company for the time being may appoint; and such sum, or so much thereof as may be necessary, shall be applied to the purposes of constructing, completing and maintaining the water works of the said company, and for carrying into effect the purposes of this Act: Provided, that if the instalments payable by any stockholder shall not be paid at the time appointed by the directors, or within ten days thereafter, the amount paid up by such defaulter shall be forfeited, and his share in the said company sold on his account for the highest price that can be had for the same.

3. If found necessary for the purposes of this Act, it shall be competent for the company, at a general meeting of the stockholders, to be called in manner hereinafter directed, to extend their capital stock to the amount of [twelve thousand pounds currency in the whole, or of such proportion thereof as may be requisite] (*a*); and such further stock shall be distributed in shares of the like amount, and be payable as before directed, and shall have the like advantages in all respects as are hereinbefore provided with respect to the stock first subscribed; but such extension shall not take place without the assent of the Governor in Council of the Colony.

4. All certificates of stocks issued by the said company shall be signed by the president and countersigned by the secretary of the said company, and certified by the Colonial Secretary; and the holders thereof shall, on the production thereof to the president of the said company, be entitled to receive out of the funds at the disposal of the said company, interest upon the amount of such stock, at the rate of five per cent. per annum; and in default of payment by the said company, the said holders upon production thereof at the office of the Receiver General, shall be en-

(a) Further increase of \$8,000, authorized by 44 Vic., c. 10. Further increase of \$12,000, authorized by 44 Vic., c. 17.

titled to receive from the funds of the Colony the said interest, which interest, whether paid by the company or Colony as aforesaid, shall be paid on the first days of July and January in each year.

5. As soon as the necessary amount of capital shall be subscribed, the first general meeting of stockholders shall be held at Harbor Grace, at a time and place to be appointed by the provisional committee, upon fourteen days' notice in at least two newspapers, of which the *Royal Gazette* shall be one; and such meeting shall appoint six persons, being each a proprietor of at least thirty shares, to be directors of the company for the then ensuing year; and upon the first Monday of July, in each succeeding year, during the existence of the company a like general meeting for the like purposes, and upon the like notice, shall be held at the place aforesaid.

6. The directors may at any time of their own accord, or upon the requisition of the holders of five hundred shares, call a general meeting of the stockholders for any special purpose, notice being given in manner aforesaid.

7. At all general and annual meetings the stockholders shall vote by ballot, the holders of five shares shall be entitled to one vote, and so on for every five shares; holders of less than five shares shall not be entitled to vote at such annual and general meetings. Rules and bye-laws may be passed for the government of the company and the management of its business, and absent shareholders may vote by agent duly constituted for such purpose by written authority: Provided that such agent shall be a shareholder in the said company.

8. Of the directors to be elected as aforesaid four shall form a quorum; they shall elect a president from amongst their number, and in case a vacancy shall arise on the board by the death, resignation, or absence from the Colony of any member, the remaining directors shall fill up the vacancy from amongst the stockholders, the person so appointed holding office until the next annual meeting. At every annual meeting the directors shall lay before the meeting a full and unreserved statement of the affairs of the company; they shall have power to appoint such officers and at such salaries as they may consider necessary for the general management of the company's affairs and business, but such salaries shall, before being finally adopted by the company, receive the approval of the Governor in Council.

9. The shares in the stock of the said company shall be assignable

by endorsement, but under and subject to such rules as may be provided in that behalf; and no assignment of any share shall be valid unless the assignor shall have paid off all his liabilities actually due to the company, and until such assignment shall be entered in a book to be kept for that purpose.

10. The shares of any stockholders in the said company shall be liable to attachment and execution by service of a warrant of attachment on the president or secretary of the company, and such service shall bind the shares of such stockholder for all beyond the amount of his liabilities actually due to the company; and upon the production of a bill of sale from the sheriff of such shares, or upon an order of court to such effect, the directors shall register a transfer of such shares to the purchasers thereof, by virtue of the provisions of this Act.

11. It shall be lawful for the company to break, dig, and trench the streets, squares, public places and lands in and near the town of Harbour Grace, as may be necessary, (b) observing all proper precautions for the safety and convenience of the public; and for the purposes of this Act, from time to time, after compensation made or tendered to the owner in that behalf, to enter upon, excavate, trench, possess and hold, as the property of the company, the lands of private parties in or near the said town.

12. [The costs of repairs of service pipes shall be borne by the consumers, by whom such pipes shall be used. And it shall be lawful for the said company, with or without the consent of the occupier or proprietor, to introduce branch or service pipes into any building subject to the rate or assessment.] (c)

13. Should any person whose land shall have been so entered upon, excavated or taken as aforesaid, deem the amount tendered to him by the company insufficient compensation for any injury sustained by him by any act of the company, their agents or servants, or for any portion of his land, tenements or premises, appropriated or used by the company, it shall be competent for such person to appoint one arbitrator, and the said company another, and such two arbitrators shall appoint a third, and the award of any two of them, signed by them after hearing both parties and their witnesses, as such compensation, shall be final and binding. Should either party neglect or refuse, upon being required by the other to appoint

(b) Extended to Harvey street and other streets by 50 Vic., cap. 17, sec. 3.

(c) Repealed by 27 Vic., cap. 4, sec. 19.

an arbitrator within ten days after being so required, or should the two arbitrators, when so appointed, not agree to the appointment of a third within ten days after their appointment, it shall be lawful for the Supreme Court of this island, or any judge thereof, upon the application of either party, to appoint an arbitrator for the party refusing, omitting, or neglecting to make such appointment, and the arbitrator, when so appointed, shall have the same power in all respects as if appointed by either party, or the said two arbitrators.

14. If any person shall in any way obtain or use the water of the said company, without the consent of its proper officers, or shall wrongfully waste the same, such offender shall forfeit a sum not exceeding forty dollars, to be recovered with costs in an action at the suit of the company in any Court of record: Provided that this section shall not extend to parties taking water from the public pumps, hereinafter mentioned, nor to any use of the said water in case of a fire occurring in the said town.

15. If any person shall wilfully or maliciously hinder or interrupt, or cause or procure to be hindered or interrupted, the contractors, servants, agents, or workmen of the company, in the exercise of any of the powers and authorities in this Act contained; or if any person shall wilfully and maliciously put out of order, injure or destroy any pipe, hydrant, or any other work or material of the company, such offender, on conviction in a summary manner before a justice of the peace, shall forfeit a sum not exceeding five pounds with costs of suit, and shall pay, upon the order of such justice, a sum equal to the amount of damage so occasioned by him, and in default of such payment shall be imprisoned for a period not exceeding three calendar months; and it shall be lawful for any person who may witness the commission of such offence to apprehend without warrant and for any other person to assist in apprehending such offender, and to convey him before a justice to be dealt with in manner aforesaid.

16. Copies of the annual statement of the company's affairs shall be transmitted to the Colonial Secretary within twenty days after the annual meeting. The Government shall have power at all times to inspect the books of the said company, and all the net profits of the company, after payment of interest upon the stock and all incidental expenses shall, within thirty days after each annual meeting, be paid to the Receiver General to be applied in repairs of the said water works and the formation of a sinking fund for the purchase of the capital stock hereinafter provided.

17. If at any time after twenty years from the passing of this Act

it shall be deemed advisable by the Governor in Council, with the assent of the Legislature, that the water works and other property of the said company shall be transferred to and vested in the Government of this Colony, it shall be lawful for the Governor to cause a written notice to be given to the said company, which shall be served upon the president, secretary, director or manager of the said company in this Colony, which notice shall state that the Government has decided upon becoming the holder of the said water works and other property and is prepared to pay the shareholders in the said company, upon production of their certificates as aforesaid, the amount of stock they may hold in the said company as shewn by the said certificates, together with six per cent. interest from the time of the last payment of interest upon the amount of such stock; and after the expiration of one year from the time of the service of such notice and the payment or tender of payment of principal and interest to the stockholders as aforesaid, all and singular the said water works and other property of the said company shall become the property of Her Majesty for the benefit and public use of the Colony, and shall be thenceforth held free and discharged from all claims of the said company or stockholders thereof, or any person whomsoever; and the Governor shall draw warrants on the Receiver General of this Colony for the payment of the several stockholders in the said company of the principal and interest aforesaid.

18. It shall be obligatory upon the company to cause a sufficient supply of pure and wholesome water to be conveyed in pipes and mains through the several streets in the said town, as follows, namely: from the point where the pipes from Bannerman Lake meet the main road near Ship Head to the foot of Carbonear road, through Water street, Noad street, Victoria street, Bannerman street, LeMarchant street and Cochrane street, and to erect in such places within the said limits, as the Governor in Council may direct, fountains for the supply of water to the poor, and to establish hydrants throughout the said town, as the Governor in Council may think necessary; and to extend the said supply of water in pipes or mains throughout such other streets and within such other limits as the Governor in Council shall at any time direct.

19. It shall be lawful for the directors of the said company, subject in all cases to the approval and control of the Governor in Council, from time to time to fix and establish water rates and assessments under this Act at such amounts as may be necessary for the purposes of this Act, all which rates and assessments shall be levied, collected and paid in advance, half-yearly: Provided always that notice of any change in the

rates or assessments aforesaid shall be given by publication in the *Royal Gazette*, and that the minute of Council confirming the same shall be laid before both branches of the Legislature at the next ensuing session.

20. As soon as the water works shall be in operation the owners and occupiers of all houses and other buildings along which pipes shall have been laid and within two hundred yards of any such pipes, shall pay semi-annually, in advance, in manner herein provided the rates and assessments imposed by the nineteenth section of this Act: Provided that Government buildings, churches, public school-houses, and buildings belonging to charitable bodies shall be exempt from this assessment: Provided also, that in establishing any water rate regard shall be had not only to the rent value of the premises supplied with water, but also to the quantity of water which may be supplied, whether for trading, manufacturing, shipping or other purposes.

21. [The term "owners" shall, for the purposes of this Act, mean all persons who, at the time of such assessment, have any insurable interest, either present or in reversion, in the houses and other buildings aforesaid; the assessment upon such present interest shall be estimated by the yearly rent value of such houses and other buildings, or the profit rent thereof, as the case may be; and the assessment upon reversionary interests shall be estimated on the appraised annual interest of the lessor in the buildings for the unexpired term: Provided that nothing in this Act contained shall affect mortgages; but in case of mortgaged property coming within the operation of this Act, the assessment chargeable thereon shall be paid by the mortgagor.] (d)

22. [For the purpose of ascertaining the amount of such assessment, and of collecting and recovering the same, it shall be lawful for the Governor in Council to appoint one or more appraisers, who shall be sworn before a Justice of the Peace faithfully to discharge the duties of their office; such appraisers shall annually appraise all such houses and other buildings as aforesaid, and shall deposit the books of such appraisal, when completed, with the Clerk of the Peace for Harbour Grace.] (e)

23. [Such return shall be open to the examination of all parties interested therein; and after the expiration of one calendar month after it shall have been so deposited, the Court of Sessions for the district of Harbour Grace shall at certain times, within one month thence following, to be notified by advertisements published in a public newspaper in Saint John's and Harbour Grace, hold a Court for the revision of such return.

(d) Repealed by 27 Vic., ccap. 4, sec. 19.

It shall be competent for any person named in such return, by a notice in writing to be filed in the office of the said Court and served on the said appraiser within the month first mentioned, to object to the amount for which his or her property or interest therein may have been appraised, which objection the said Court shall hear and determine, and amend or confirm the return accordingly; and after the expiration of the times fixed for the holding such Court the said return shall be final and binding on all parties for the then ensuing year.](f)

24. [The secretary to be appointed to the company shall act as collector, and shall give sufficient security faithfully to discharge the duties of his office as such collector. The collector to be appointed as aforesaid shall, as soon as possible after such appraisalment shall have been completed, collect from the parties respectively liable in that behalf their contributions towards such assessment; and in case any person so liable shall neglect or refuse to pay such contribution, the same may be recovered with costs in a summary manner by a suit in the Court of Sessions for the district of Harbour Grace, to be brought in the name of the said secretary: Provided that service of process upon the agent of any absent or non-resident defendant shall be service upon the principal: Provided also, that in any such action it shall be deemed good service of process upon the defendant if the same be left at the residence of such defendant.](g)

25. The president, appraisers, secretary and other officers to be appointed under the provisions of this Act, shall be paid out of the funds of the said company such sums as the Governor in Council shall determine.

26. Occupiers of houses or tenements of a less annual value than seven pounds currency shall be exempt from the payment of the water rates.

27. It shall be lawful for the Governor in Council to appoint a director of the said company to hold office during pleasure of the Government, in addition to the directors chosen by the shareholders thereof, and no proceeding of the board of directors shall be of any effect or validity against which such Government director, in his place at the board of directors, shall record his vote until such proceeding shall be submitted to and approved of by the Governor in Council.

26 VIC., CAP. 16.

An Act to enable the St. John's Association in aid of the Colonial and Continental Church Society to hold certain Lands in perpetuity.

[PASSED 25TH MARCH, 1863.]

SECTION.—Trustees may grant lease in perpetuity on certain conditions.

Whereas the Colonial and Continental Church Society have, for many years past held, and now hold under lease at a nominal rent from THOMAS BENNETT, JAMES J. ROGERSON and HUGH W. HOYLES, trustees appointed on behalf of the Crown, a certain parcel of land situate in the town of Saint John's, in trust, nevertheless, to and for the uses, intents and purposes following, that is to say: in trust that they shall and may, from time to time, and at all times during the continuance of the term therein granted, permit and allow the building now erected and being on the said premises, and heretofore known as and by the name of "The Saint John's Charity School," and the premises aforesaid, with the appurtenances, to be used, occupied and enjoyed by the Colonial and Continental Church Society, for the purposes of a charity school to be kept therein, which is to be conducted according to the rules and upon the principles of the Colonial and Continental Church Society, and under the management of the corresponding committee of the same society; the said THOS. BENNETT, JAMES J. ROGERSON and HUGH W. HOYLES, reserving the right to use the school-rooms for the purposes of a Sunday school and for the meetings of the several Church societies after school hours, and at such times, for any other educational, religious or charitable purposes, which they, after consultation with the corresponding committee, shall consider to be not inconsistent with their trust.

And whereas the wooden buildings now upon the said land, in which such school has been and now is held, have fallen into decay; and the said society are desirous of erecting new and substantial buildings of brick and stone on the said land, but are unwilling so to do except upon a perpetual lease, which the trustees in consequence of all former leases given by them being for terms of twenty-one years only, do not consider themselves warranted in granting without the sanction of the Legislature: And whereas the said society having petitioned the Legislature for such

sanction, a select committee of the Assembly has reported in favour of such petition being acceded to, under the limitations hereinafter mentioned.

Be it therefore enacted by the Governor, Legislative Council and Assembly, in Legislative Session convened, That it shall and may be lawful to and for the said THOMAS BENNETT, JAMES J. ROGERSON, and HUGH W. HOYLES, trustees as aforesaid, to grant and execute unto the Saint John's Association in aid of the Colonial and Continental Church Society, a new lease, at a nominal rent, of all the lands, messuages and tenements included in the present demise, for a term perpetually renewable; and in trust that they shall and may, from time to time, and at all times, use, occupy and enjoy the same, for the purposes of a charity school to be kept therein, which is to be conducted according to the rules and upon the principles of the Colonial and Continental Church Society, and under the management of the corresponding committee of the same society; the said THOMAS BENNETT, JAMES J. ROGERSON, and HUGH W. HOYLES reserving the right to use the school rooms for the purpose of a Sunday school, and for the meetings of the several church societies after school hours, and (at such times) for any other educational, religious or charitable purpose which they, after consultation with the corresponding committee of the said society, shall consider to be not inconsistent with their trust, and on such further conditions as to the building of brick or stone on the said land, and as to such other matters necessary and incidental to their said trusts, as the said trustees may consider expedient.

27 VIC., CAP. 4.

An Act for the amendment of the General Water Company Acts, and also of the Act for the Incorporation of the Harbour Grace Water Company.

[PASSED 13TH APRIL, 1864.]

SECTION

- * * * * *
- 19.—Sections repealed without affecting former proceedings
- 20.—Appraisers to be appointed; their duties; appointment, &c.
- 21.—Books open to examination; Court of Revision.

SECTION

- 22.—Duties of secretary and collector; Collection of rates; Proceedings for collection of rates; Proviso; Service of process.
- 23.—Appraisements made and other proceedings confirmed.
- 24.—Judgments for and collection of rates confirmed; Not removable by certiorari; Proviso in certain cases.

* * * * *

And whereas it is also necessary to alter and amend certain portions of the Act twenty-six Victoria, chapter five, entitled “An Act to Incorporate the Harbour Grace Water Company.”

19. Be it therefore further enacted that the twelfth, twenty-first, twenty-second, twenty-third and twenty-fourth sections of the said Act are hereby repealed, without however, in anywise affecting the validity of any matters done or proceedings had thereunder, and except so far as the same may be necessary to sustain the imposition, collection and recovery of water rates and assessments under this and the same Act or either of them.

20. For the purpose of ascertaining the amount of water rates and assessments under the said last mentioned Act, it shall be lawful for the Governor in Council, from time to time as may be necessary, to appoint one or more appraisers, who shall be sworn before a Justice of the Peace faithfully to discharge the duties of their office; and it shall be the duty of such appraisers to appraise the ground rents of all houses and other buildings along which the pipes of the said company shall have been laid, and within two hundred yards of such pipes; also the profit rent of such houses and buildings, and also the rent value of the same at such time and times as may be deemed necessary by the Governor in Council during the continuance of the said Act; and when such appraisalment shall be completed they shall deposit the book or books of such appraisalment with the Clerk of the Peace for Harbour Grace.

21. Such book or books of appraisalment shall be open to the examination of all parties interested therein; and, after the expiration of fourteen days after it or they shall have been so deposited, the Court of Sessions at Harbour Grace shall, at certain times within fourteen days thence following, to be notified in a public newspaper in St. John's or Harbour Grace, hold a Court for the revision of such appraisalment; and it shall be competent for any person therein interested, by a notice in writing to be filed in the office of the said Court and served on the said appraisers or two of them, within the fourteen days first mentioned, to object to the amount for which his or her property or interest therein may have been appraised, which objection the said Court shall hear and determine and amend or confirm the appraisalment accordingly; and after the expiration of the times fixed for holding such Court the said appraisalment shall be final and binding on all parties until a new appraisalment and revision shall have been made.

22. The secretary of the said company shall be collector, and shall give sufficient security faithfully to discharge the duties of his office as such collector, and shall, after the completion of such appraisalment, and as soon as the directors of the said company shall have ascertained the amounts to which the several parties mentioned or interested therein shall be liable towards the said water rates and assessments, which they are hereby authorized to do, collect from the parties respectively liable in that behalf their contributions towards such water rates and assessments; and in case any person so liable shall neglect or refuse to pay such contribution, the same may be recovered with costs in a summary manner by a suit in the Court of Sessions at Harbour Grace, to be brought in the name of the said collector: Provided that service of process upon the agent of any absent or non-resident defendant shall be service upon the principal, and also that in any action it shall be deemed good service of process upon the defendant if the same be left at the residence of the defendant.

23. The appraisalment already made for the said Harbour Grace Water Company, and the revision thereof, are hereby confirmed and shall be held and determined and are hereby declared to be legal, valid and obligatory as well for the ascertaining, fixing, establishing and recovering of water rates of occupiers of such houses and buildings, as of owners' assessments; and the said rates and assessments shall be payable by all owners and occupiers referred to in the said appraisalment; and the provisions of this and the said Act, twenty-six Victoria, chapter five, shall be available and operative for the collection and recovery of the said water

rates and assessments from the persons named or interested in the said appraisalment; and the collector of the said company may take the like proceedings for the recovery of all water rates and assessments due by any person named or interested in the said first appraisalment, and shall recover the same in like manner as is prescribed by the twenty-second section of this Act.

24. All judgments, orders or proceedings in the said Court of Sessions hereafter to be made or had in any suit or action for the recovery of such water rates or assessments, or either of them, and whether imposed by this or the said last mentioned Act, shall be final and binding upon the parties thereto; and no such suit, action, judgment, order, or proceeding, shall be removable from such Court by certiorari or otherwise: Provided that in any action for a rate or assessment above forty dollars it shall be competent for the Court of Sessions, upon the application of either party, to be made at the hearing, to state a case for the opinion of the Supreme Court upon any question of law arising upon the trial, and the opinion of the Supreme Court shall govern the determination of the Court of Sessions.

30 VIC., CAP. 17.

An Act to amend an Act passed in the Seventeenth Year of the Reign of Her Present Majesty, entitled "An Act to Incorporate a Company under the style and title of the 'New York, Newfoundland and London Telegraph Company.'"

[PASSED 26TH APRIL, 1867.]

SECTION 1.—Directors may by resolution increase capital stock to six million dollars.

Whereas the directors of the New York, Newfoundland, and London Telegraph Company have applied to the Legislature for sanction to increase the capital stock of the said company to a further sum of three millions of dollars than as provided by the Act hereinbefore in part recited, to enable the said company to construct new land lines of telegraph, and to lay a submarine cable between Placentia, or some portion of this Island and the continent of America, in connection with the works of the said company.

Be it therefore enacted by the Governor, Legislative Council and Assembly, in Legislative Session convened :—

1. The New York, Newfoundland, and London Telegraph Company may, by resolution of the board of directors, increase the capital stock from time to time to an amount not exceeding three millions of dollars in addition to the present capital stock of the company as authorized by the said Act; and the said Act shall be construed as if six millions of dollars, instead of three millions of dollars, had been originally inserted therein as the capital stock of the said company.

33 VIC.. CAP. 6.

An Act to amend an Act passed in the Twenty-seventh year of the reign of Her present Majesty, entitled “An Act for the amendment of the General Water Company Acts, and also of the Act for the Incorporation of the Harbour Grace Water Company.”

[PASSED 9TH MAY, 1870.]

SECTION

- 1.—Power given to Harbor Grace Water Company to open and construct drains, &c.
- 2.—Proprietors of houses, &c., must make drains, &c.
- 3.—In default of proprietors making drains, the Harbor Grace Water Company, after ten days' notice in writing, may construct drains, &c., and the cost and expenses shall be paid by proprietors.
- 4.—Mode of payment for said drains or sewers.
- 5.—Mode of recovery.
- 6.—Notice to be given to Harbor Grace Water Company of opening drains, &c.

SECTION

- 7.—To defray the costs of such works the necessary funds may be raised by loan not to exceed \$12,000. Proviso.
- 8.—Funds for payment of debentures, how raised. Assessment, how ascertained and recovered.
- 9.—Annual assessment to defray interest on debentures.
- 10.—Assessments upon ground rents held to be landlords taxes.
- 11.—The interest of debentures to be defrayed by additional assessments, &c.
- 12.—Limits of the town of Harbour Grace, now defined. Schedule

Whereas it is expedient to amend the said Acts:

Be it therefore enacted by the Governor, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. That it shall be lawful for the Harbour Grace Water Company, subject to the directions of the Governor in Council, to open and construct, throughout the town of Harbour Grace and the several places and streets thereof, such and so many drains and sewers as may be necessary for the efficient drainage and sewerage of the same.

2. That the said Water Company shall be empowered to compel all proprietors of houses and buildings in the said town of Harbour Grace to make or construct one or more sufficient covered drains or sewers, of imperishable materials, and not less than fifteen inches square, leading from such houses and building, or from the yard (if any) belonging to the same, to and into some public drain or sewer within the said town, or to and into some place of deposit to be approved of by the directors of the said Water Company.

3. That should any person or persons, being proprietor or proprietors of houses and buildings aforesaid, refuse to make and construct such

covered drains communicating with the sewers as aforesaid, it shall be lawful for the said Harbour Grace Water Company, their servants or contractors, after ten days' notice in writing to such party, to enter into and upon said houses and buildings or yards as the case may be, and there to make and construct one or more sufficient covered drains or sewers leading to the main drain or sewers as aforesaid; and the cost and expenses of such drains connecting with the said main sewer or sewers shall be paid by the said parties, who shall be liable for the same, as provided for by this Act.

4. That the payment for the construction of the said drains or sewers in the eighth section of this Act, shall be made and contributed for in the following proportions, viz.:—Parties who have built on land or are assignees, where there is a term of under seven years to run, the whole to be paid by the landlord; when the term is from seven to fourteen, one-third to be paid by the lessee or assignee, and two-thirds by the landlord; when from fourteen to twenty-one years, two-thirds by the lessee or assignee, and one-third by the landlord.

5. That the costs and expenses of such drains connecting with the main sewers aforesaid, when made or constructed by the said Harbour Grace Water Company, shall be recoverable by an action or actions, to be brought, tried, and determined in a summary manner, in the name of the said Harbour Grace Water Company, before the Court of Sessions for the district of Harbour Grace; and shall, with costs to be levied upon the party so in default by warrant of distress or attachment, be applied to the cost and expense of such connecting drains as are before mentioned.

6. That any proprietor or proprietors of any such houses, building or yard aforesaid, who shall himself make and construct any such drain or sewer aforesaid, shall, before proceeding with the same, give two days' notice to the said Harbour Grace Water Company of his intention in that behalf; and such construction shall be subject to the supervision and control of the said Harbour Grace Water Company, in order that it may be effectual for the purpose for which it is designed, and may not in any way damage or interfere with the construction or flow of main drains.

7. For the purpose of raising the necessary funds for defraying the cost of such works, it shall be lawful for the Receiver General to raise by loan, by means of tender, and such tenders shall be made upon reasonable notice to be given in the public papers, a sum not exceeding twelve thousand dollars; for which loans debentures shall be issued bearing interest at a rate not exceeding [six per cent.] (h) per annum, and payable at the

(h) Altered to five per cent. by 34 Vic., cap. 5, sec. 1.

expiration of twenty-five years from the issuing thereof; and such debentures shall be in the form prescribed in the schedule annexed, and shall be signed by the Receiver General, and countersigned by the Colonial Secretary: Provided that no larger sum than two thousand dollars be expended on the said works in any one year.

8. The funds for the payment of said debentures shall be raised by one or more assessments upon the proprietors in perpetuity of the lands situate in the limits of the town of Harbour Grace, as defined by this Act, in proportion to the value of their respective properties; and for the purpose of ascertaining and recovering the amount of such assessment it shall be lawful for the Governor in Council from time to time to make such orders as he shall consider necessary for effecting and revising an appraisal of the said lands, and for the imposition and collection of the said assessments: Provided that no one of such assessments shall be made or levied until after the expiration of twenty-five years after the passing of this Act.

9. [The annual assessment for defraying the interest upon such debentures shall be recovered by the directors of the General Water Company by the means prescribed in the Acts for the incorporation and management of the said company, and shall be by the said directors paid over to the Receiver General, to be by him applied as a distinct and separate fund for the purposes of this Act] (i)

10. All assessments upon ground rents under this Act shall be held to be landlords' taxes, and shall be paid by the ground landlord, any provision in any future contract to the contrary notwithstanding.

11. The interest of such debentures shall be defrayed by an addition to the assessments and rates annually payable under the Acts for the incorporation and management of the said Harbour Grace Water Company; such additions to be made in manner prescribed in the said Acts, and to include proportionate annual assessments upon the ground rents shown by the revised returns of the appraisers of the said Water Company, to be payable upon lands within the limits of the said town as defined by this Act; and such additional assessments shall be recovered in like manner as rates and assessments under the said Water Company Acts.

12. That the limits of the town of Harbour Grace shall be defined to be from the road leading to Carbonear on the east, and Mayne's Brook, so

called, on the west, the sea or harbor on the south, and one hundred yards from Harvey street north, on the north.

SCHEDULE.

I, A. B., of, Receiver General of Newfoundland, hereby certify that I have received, by way of loan, from C. D., \$., bearing interest payable half yearly, at the rate of six (*j*) per cent. per annum; and I further certify that the said principal sum of \$. will be repaid to the said C. D., at my office, at St. John's, on the expiration of twenty-five years from this date.

Given under my hand at St. John's, this day
of, A.D. 18. . . .

A. B.,
Receiver General.

Certified,

E. F.,
Colonial Secretary.

(j) Altered to five per cent. by 34 Vic., cap. 8, sec. 1.

34 VIC., CAP. 8.

An Act to amend an Act passed in the Thirty-third year of the reign of Her present Majesty, entitled "An Act to amend an Act passed in the Twenty-seventh year of the reign of Her present Majesty, entitled 'An Act for the amendment of the General Water Company Acts, and also of the Act for the Incorporation of the Harbour Grace Water Company.'"

[PASSED 24TH APRIL, 1871.]

SECTION

- 1.—Interest reduced from 6 per cent. to five per cent.
- 2.—Annual assessment to defray interest on debenture, how recovered.
- 3.—Remedy provided to compel payment by

SECTION

- any person liable to contribute under this Act, residing out of electoral district.
- 4.—Ninth section of Act thirty-third Victoria, chapter six, repealed;

Whereas it is expedient to amend an Act passed in the thirty-third year of the reign of Her present Majesty, entitled "An Act to amend an Act passed in the twenty-seventh year of the reign of Her present Majesty, entitled 'An Act for the amendment of the General Water Company Acts, and also of the Act for the incorporation of the Harbour Grace Water Company'."

Be it therefore enacted by the Governor, Legislative Council and Assembly, in legislative session convened, as follows:

1. That the interest on the debentures referred to in the seventh section in the said in part recited Act, shall be five per cent. instead of six per cent., as therein mentioned; and that five per cent. be substituted for six per cent. in the schedule therein referred to.

2. The annual assessment for defraying the interest upon such debentures shall be recovered by the directors of the Harbour Grace Water Company, by the means prescribed in case of assessment in the Acts for the incorporation and management of the said company, and shall be by the said directors paid over to the Receiver General, to be by him applied as a distinct and separate fund for the purposes of this Act.

3. That when any person who shall be liable to contribute under this Act for any rate or assessment to the said company, and who shall reside out of the electoral district of Harbour Grace, and who shall not have any

known agent there, or in the absence of such person from this Colony, who shall have no known agent therein, it shall be sufficient, in default of payment of such rate or assessment, and after a notice posted on the door of the Court House, of such indebtedness for substituted service, to be made upon the Clerk of the Peace, in Harbour Grace aforesaid, of any process to compel such payment.

4. That the ninth section of the said Act thirty-third Victoria, chapter six, be and the same is hereby repealed.

40 VIC., CAP. 17.

An Act for the more effectual transfer of certain Church of England properties to the Diocesan Synod of Newfoundland.

[PASSED 26TH APRIL, 1877.]

SECTION

- 1.—Interests in property vested in Synod.
- 2.—Synod may change disposition of property and sell.

SECTION

- 3.—Definition of Purpose of Church of England.
- 4.—Short title.

Whereas the management of the affairs of the Church of England in Newfoundland is vested in the incorporated body called the Diocesan Synod of Newfoundland: And whereas the lands and property mentioned in the Schedule to this Act annexed, and also other lands, funds and properties, are variously held in the name of the Bishop of Newfoundland, and the Bishop and his Successors in Office, his heirs, executors, administrators and assigns, or in the name of Trustees, or of the Parson or Clergyman in charge for the time being, or generally for the use of the members of the Church of England, or in some other manner implying a use for Church of England purposes: And whereas also, by the last Will and Testament of the late Bishop of Newfoundland, the Right Reverend EDWARD FEILD, D.D., certain properties held by him, or in his name or otherwise, are devised and bequeathed to the said Diocesan Synod of Newfoundland, upon certain trust for Church of England purposes therein specified: And whereas by the said will it is provided that none of the last-named properties shall be sold or otherwise alienated without the formal written consent of the Bishop of the Diocese for the time: And whereas the present Bishop, the Right Reverend JAMES B. KELLY, D.D., has given such consent so as to enable this Act to be passed; and whereas it is expedient to provide that gifts, conveyances, devises and bequests, which may be hereafter made or intended *bona fide* for the purposes of the Church of England in Newfoundland, should vest in the said Synod (unless by express terms they are not so to vest); and whereas it is also expedient to provide for changing or modifying the disposition and application of any lands, funds or other property such Synod now hold or may hereafter hold, so long as the same be for the purposes of the Church of England in Newfoundland, and that the said Synod may be enabled absolutely to sell or otherwise dispose of land or other property, and apply the proceeds, in the place of the properties so disposed of, for the purposes of the Church of England in Newfoundland.

Be it therefore enacted by the Governor, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. The right and title of the said parties so holding, and of the said trustees, and of the *cestuis que trustent* in all land and property mentioned in the schedule to this act annexed, and also in other lands, funds, and property hereinbefore mentioned, as being held variously for said Church of England purposes, and also all lands, funds, and other property devised and bequeathed by the will of the said EDWARD FEILD, and any lands, funds, and other property which may be hereafter devised, bequeathed, given or conveyed in manner aforesaid, are hereby declared to be and are and shall be vested in the Diocesan Synod of Newfoundland.

2. The said Diocesan Synod of Newfoundland shall have power to change and modify the disposition and application of any lands, funds or other property as aforesaid, and absolutely to sell and convey (freed from any trusts on the part of the purchaser) any lands and other property of said Synod, and apply the moneys derived therefrom to the purposes of the Church of England.

3. The term “purposes of the Church of England,” under this act, shall include the educational as well as the religious purposes of the said Church of England in Newfoundland.

4. This act shall be cited as the “Diocesan Synod Property Act, 1877.”

SCHEDULE.

LOCALITY OF PROPERTY.	DATE OF CONVEYANCE	BY WHOM CONVEYED.
South Side, St. John's ...	Nov. 30th, 1849	The Crown
Where College stands ...	June 17th, 1857	Samuel Gordon
Gower Street	June 14th, 1853	Young's Estate
Gower Street	Nov. 30th, 1858	Young's Estate
St. John's, Forest Road ...	June 27th, 1848	The Crown
St. John's, Forest Road ...	Jan'y 25th, 1849	P. W. Carter
St. John's King's Bridge } Road }	April 26th, 1871	{ Henry Renouf, Chairman } of Board of Works }
St. John's, Military Road .	July 11th, 1871	Ditto.
King's Bridge Road	Dec. 1st, 1848	The Crown
South Side (Parsonage ...	March 8th, 1854	James McLoughlan
South Side (Glebe)	Oct'r 3rd, 1835	The Crown
Near Ft. Townshend (Glebe)	July 10th, 1813	The Crown
Back of Fort Townshend (Glebe)	Sept. 27th, 1813	The Crown
King's Bridge Road (late Captain Spearman's) .	Jan'y 18th, 1856	G. T. Rendell, Admr.
King's Bridge Road	Oct'r 7th, 1850	The Crown
Near Long Pond	Oct'r 18th, 1862	The Crown
King's Bridge Road	April 10th, 1847	Edward Coaker
King's Bridge Road	May 7th, 1867	Edward Coaker
Holloway Street (Glebe) ..	Oct'r 3rd, 1835	The Crown
West side Torbay Road } Portugal Cove Road } South side Windsor Lake } North side of Topsail Rd. }	Nov. 26th, 1840	The Crown
Forest Road	June 27th, 1849	Brooking and others
Gower St. (Sunday School)	March 1st, 1882	Walter Baine's Estate
King's Bridge Road (Jersey Lodge)	Dec. 30th, 1854	E. M. Archibald
Rear of Fort Townshend .	Nov. 26th, 1858	The Crown
North side Gower Street .	May 7th, 1856	The Crown
Where Cathedral stands ..	June 14th, 1844	C. F. Bennett and others ..
Near Ft. William (Brewery)	Dec. 4th, 1851	G. T. Brooking and others
Near Ft. William (Brewery)	July 21st, 1851	G. T. Brooking and others
Flahavan's Lane ... ..	.....	Sawyer's Estate
Pouch Cove	June 16th, 1849	Thomas Harding
Pouch Cove	May 23rd, 1848	B. G. Garrett
Pouch Cove	Oct'r 30th, 1875	F. and J. Sullivan

SCHEDULE—(Continued.)

TO WHOM CONVEYED.	NATURE OF INTEREST
Right Reverend Edward Feild, D.D.	Freehold
Edward Feild, D.D., Lord Bishop	Freehold
The Lord Bishop of Newfoundland	Leasehold
The Lord Bishop of Newfoundland	Leasehold
The Bishop and his Successors	Freehold
Edward Feild, his Heirs and Assigns	Freehold
Doctor Feild, Lord Bishop of Newfoundland	Leasehold
Right Reverend Edward Feild, Lord Bishop	Leasehold
Edward, Lord Bishop of Newfoundland	Freehold
Edward Feild, his Executors, Administrators, and Assigns . .	Freehold
F. H. Carrington, Parson of St. John's, and his Successors in the Parsonage	Freehold
The Protestant Minister, for the time being, of Church of St. John's	Freehold
The same	Freehold
Edward Feild, D.D.	Freehold
The Bishop of Newfoundland	Freehold
The Bishop and his Successors	Freehold
The Bishop of Newfoundland	Freehold
The Bishop of Newfoundland	Re-lease
The Parson of St. John's Church and Successors in the Parsonage or Rectory	Freehold
{ T. F. Bridge, Parson of St. John's Church, St. John's, and his Successors in the Parsonage or Rectory	Freehold
The Bishop of Newfoundland	Freehold
The Right Reverend Edward Feild, D. D.	Leasehold
The Right Reverend Edward Feild	Freehold
The Lord Bishop of Newfoundland	Freehold
The Lord Bishop, John Winter and others, trustees of Church of England Asylum	Freehold
The Lord Bishop and his Successors	Freehold
The Lord Bishop of Newfoundland	Freehold
The Lord Bishop of Newfoundland	Freehold
Rev. J. Harris and his Successors, the Ministers of the Church of St. John's, and to the Church Wardens	Freehold
To the use of the Members of the Church of England	Freehold
To the Lord Bishop of Newfoundland	Freehold
Rev. R. M. Johnson, on behalf of the Bishop of Newfoundland	Freehold

SCHEDULE—(Continued.)

LOCALITY OF PROPERTY.	DATE OF CONVEYANCE	BY WHOM CONVEYED
Portugal Cove	Feb'y 22nd, 1853	Thomas Harding
Portugal Cove	Jan'y 10th, 1852	Patrick Slattery
Portugal Cove	Feb'y 22nd, 1848	Thomas Summers
Portugal Cove	June 7th, 1852	John Summerton
Portugal Cove	July 2nd, 1850	James Pitts
Portugal Cove	March 8th, 1847	Geo. Summerton and others
Portugal Cove	July 3rd, 1851	R. and J. Churchill
Portugal Cove	Feb'y 22nd, 1853	John Harding
Portugal Cove	Feb'y 22nd, 1853	Henry Harding
Portugal Cove	Feb'y 22nd, 1853	Hy. Sam'l & Robt. Harding
Portugal Cove	Jan'y 8th, 1848	Henry Harding
Portugal Cove	Jan'y 24th, 1848	James Pitts
Portugal Cove	April 10th, 1861	Ann Bradbury
Belle Isle	June 15th, 1850	Henry Norman
Lance Cove, Belle Isle	Feb'y 3rd, 1848	Edward Kennedy
Lance Cove	August 7th, 1843	Wm. Pitts and others
Petty Harbor	March 8th, 1873	Richard Bully
Petty Harbor	Feb'y 24th, 1865	William Chafe
Torbay	Feb'y 16th, 1822	The Crown
Near Bay Bulls	March 19th, 1874	David Chafe
Near Bay Bulls	Jan'y 15th, 1864	The Crown
Aquaforte	Dec. 30th, 1856	Anna Winsor
Aquaforte	June th, 1844	Robert Bowden
Renews	April 7th, 1845	Robert Evans
Harbor Grace ... ..	.....	The Crown
South side Harbor Grace	June 7th, 1844	John Godden
South side of Harvey street, Harbor Grace	June 12th, 1875	John Shepherd
South side of Harvey street, Harbor Grace	June 12th, 1875	Joseph Lily
South side Harbor Grace	May 21st, 1873	The Crown
South side of Harvey street, Harbor Grace	March 24th, 1875	Solomon Shepherd
Bay Roberts	July 3rd, 1847	Rev. R. T. Lowell
Bay Roberts	Jan'y 19th, 1855	The Crown
Bay Roberts	June 1st, 1842	Stephen O. Pack
Bay Roberts	July 9th, 1845	Rev. R. T. Lowell
Port-de-Grave	May 27th, 1873	Rev. J. C. Harvey
Long Beach, Port-de-Grave	Oct. 18th, 1845	John Daw
Port-de-Grave	May 31st, 1876	.....
Port-de-Grave	July 11th, 1847	Thomas Martin
Ship Cove	Dec. 13th, 1841	John Daw and others
Bishop's Cove	Nov. 11th, 1874	Israel Gosse

SCHEDULE—(Continued.)

TO WHOM CONVEYED.	NATURE OF INTEREST
To The Lord Bishop of Newfoundland	Freehold
Rev. W. Gray, M.A.	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop of the Diocese, in trust	Freehold
Rev. W. Gray, on behalf of the Lord Bishop of Newfoundland	Freehold
The Bishop and his Successors	Freehold
The Bishop of Newfoundland and his Successors	Freehold
The Lord Bishop of Newfoundland and his Successors . .	Freehold
To use of Lord Bishop of Nfld., his Successors and Assigns .	Freehold
The Bishop, his Successors and Assigns	Freehold
The Bishop and his Successors in trust for the Mission . .	Freehold
The Bishop and his Successors	Freehold
The Bishop, his Successors and Assigns	Freehold
The Bishop of Newfoundland and his Successors for the use of the Church of England	Freehold
The Lord Bishop of Newfoundland	Freehold
The Bishop and his Successors	Freehold
For use of the Established Church of England	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop, his Heirs and Successors	Freehold
John Burt, Thomas Ridley and others	Freehold
The Bishop and his Successors	Freehold
/	
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop, his Successors and Assigns	Freehold
:	
The Right Reverend Edward Feild, D.D.	Freehold
The Bishop and his Successors, in trust	Freehold
The Bishop and his Successors	Freehold
Aubrey George, Lord Bishop of Newfoundland	Freehold
The Bishop of Newfoundland and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop of Newfoundland and his Assigns	Freehold
The Lord Bishop of Newfoundland	Freehold
The Right Reverend Edward Feild, D.D.	Freehold
Aubrey George, Lord Bishop of Newfoundland	Freehold
The Bishop of Newfoundland and his Successors	Freehold

SCHEDULE—(Continued.)

LOCALITY OF PROPERTY.	DATE OF CONVEYANCE		BY WHOM CONVEYED
Bixly Hill, near Bishop's Cove } Bareneed } The Dock, Bareneed } Bryant's Cove } Bryant's Cove } Spaniard's Bay } Spaniard's Bay } Big Pond, Spaniard's Bay . } Spaniard's Bay } Spaniard's Bay } Northern Gut } Upper Island Cove } Brigus } Do. } Coley's Point } Carbonear } Carbonear } Near Long Pond, S. Shore } Upper Gully } Bareneed } Topsail }	July	10th, 1862	The Colonial and Continental School Society
	April	13th, 1860	Thomas Martin
	June	1st, 1842	Stephen O. Pack
	May	23rd, 1854	Ann Janes and others . . .
	Jan'y	21st, 1854	George W. Hierlihy
	Nov.	20th, 1857	Vokey and others
	June	29th, 1846	Joseph Griffin
	April	19th, 1873	The Crown
	April	8th, 1847	The Crown
	Aug.	22nd, 1842	Wm. Hudson and others . .
	Dec.	29th, 1868	The Crown
	Aug.	19th, 1858	Bryan Byrne
	April	3rd, 1873	R. J. C. Leamon
	Aug.	2nd, 1873	John Leamon
	Nov.	25th, 1852	Robert Grosvenor
	Nov.	29th, 1845	The Crown
	Sept.	13th, 1842	Stephen O. Pack
	Oct.	18th, 1862	The Crown
	Sept.	24th, 1864	Charles Coates
	Oct.	8th, 1860	John Richards and others .
	Jan'y	29th, 1848	The Crown
Topsail	April	15th, 1861	Mrs. Johnson
Topsail	May	15th, 1866	Rev. C. Palairret
Topsail	April	15th, 1861	Mrs. Johnson
Topsail	May	27th, 1863	George Smith
Spout Cove	Oct.	21st, 1848	John Trickett
Bear's Cove, near Bay-de-Verds	Jan'y	7th, 1865	The Crown
Canille, near Bay-de-Verds	Feb'y	6th, 1864	The Crown
Canille Hill, Bay-de-Verds	Oct.	26th, 1852	Rev. O. Rouse
Brigus	June	17th, 1845	Solomon Roberts
Fox Trap, South Shore	May	11th, 1866	Rev. C. Palairret
Port-de-Grave	March	16th, 1875	Emma Daw
Bishop's Cove	Dec.	5th, 1874	Jacob Smith
Dildo Cove & New Harbor	Sept.	26th, 1874	The Crown
Trinity Bay, Trouty	June	13th, 1844	Joseph Spencer
Trinity	Dec.	13th, 1850	H. J. Fitzgerald
Trinity	May	28th, 1869	The Crown

SCHEDULE—(Continued.)

TO WHOM CONVEYED	NATURE OF INTEREST.
The Bishop of Newfoundland	Freehold
The Bishop and his Successors	Freehold
Aubrey George, Lord Bishop of Newfoundland	Freehold
The Bishop of Newfoundland	Freehold
The Bishop of Newfoundland	Freehold
The Lord Bishop and Successors	Freehold
The Bishop of Newfoundland	Freehold
The Right Reverend Edward Feild, D.D.	Freehold
The Bishop and his Successors	Freehold
Bishop Spencer, his Executors, Admins. and Assigns, in trust	Freehold
The Bishop, his Successors and Assigns	Freehold
The Rev. C. Walsh and his Assigns	Freehold
The Rev. R.H. Taylor, his Executors, Administ'rs and Assigns	Freehold
Ditto ditto ditto	Freehold
Rev. M. Blackmore, his Executors, Administrators, & Assigns	Freehold
The Bishop of Newfoundland	Freehold
Bishop Spencer and his Successors	Freehold
The Bishop and his Successors	Freehold
To the Church of England	Freehold
The Bishop and his Successors	Freehold
The Right Reverend Edward Feild, D.D., Lord Bishop of Newfoundland and his Successors	Freehold
{ Edward Feild, D.D., Lord Bishop of Newfoundland, for Topsail Mission }	Endowment Fund; Mort- gage for £1000.
Right Reverend Edward Feild, D.D., Lord Bishop of Nfld.	Freehold
Edward Feild, D.D., Lord Bishop of Newfoundland	Freehold
Right Reverend Edward Feild, D.D.	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop of Newfoundland in trust	Freehold
George Carter, his Executors, Administrators and Assigns .	Freehold
The Lord Bishop of Newfoundland and his Successors . . .	Freehold
Right Reverend Edward Feild, D.D., and his Successors . . .	Freehold
The Right Reverend the Lord Bishop of Newfoundland . . .	Freehold
The Bishop, his Successors and Assigns	Freehold
Rev. H. J. Fitzgerald, Rector of St. Paul's Church, for use of said Church	Freehold
The Lord Bishop of the Diocese and his Successors, in trust .	Freehold
The Right Reverend Edward Feild, D.D., Lord Bishop, his Successors and Assigns	Freehold

SCHEDULE—(Continued.)

LOCALITY OF PROPERTY	DATE OF CONVEYANCE		BY WHOM CONVEYED
Fort Point, Trinity	July	11th, 1837	The Crown
Heart's Content	May	28th, 1858	Eliza Underhay
Heart's Content	Oct.	1st, 1862	Rev. George Gardiner
Heart's Delight	Nov.	15th, 1854	The Crown
British Harbor	March	13th, 1874	The Crown
Catalina	Feb'y	2nd, 1870	The Crown
Heart's Delight	Oct.	28th, 1830	Wm. Harman and others
Bonavista	July	16th, 1846	Rev. T. M. Wood
Bonavista	Aug.	10th, 1840	Rev. W. Bullock
Bonavista	Feb'y	4th, 1870	The Crown
Bonaventure	March	2nd, 1874	The Crown
Gooseberry Island	Dec.	11th, 1873	The Crown
Bonavista	Oct.	22nd, 1853	Mary Burton
Bonavista	July	16th, 1846	John Estell and others
Bonavista	May	24th, 1848	Samuel Etzell
Bonavista	Sept.	7th, 1850	Samuel Miffen
Bonavista	May	31st, 1849	Jane Squires
Salvage	July	3rd, 1869	The Crown
Salvage	May	22nd, 1863	The Crown
Salvage	Jan'y	24th, 1866	The Crown
King's Cove	May	21st, 1868	David Candow
King's Cove	April	25th, 1856	William Brown
King's Cove	May	8th, 1855	John Coffin
King's Cove	June	15th, 1855	William Hancock
King's Cove	Nov.	11th, 1854	The Crown
King's Cove	Nov.	11th, 1854	The Crown
Fair Island, Greenspond	Sept.	8th, 1846	.....
King's Cove	Jan'y	12th, 1870	The Crown
Greenspond	Sept.	17th, 1849	Rev. J. Gilchrist
Musgrave Town	Jan'y	25th, 1870	The Crown
Pool's Island	Sept.	19th, 1849	Rev. J. Gilchrist and others
Twillingate	July	3rd, 1845	Rev. T. Boone and others
Twillingate	Nov.	2nd, 1868	The Crown
Twillingate	Aug.	26th, 1846	Rev. T. Boone and others
Tilt Cove	Jan'y	30th, 1874	C. F. Bennett and others
Exploits, Burnt Island	March	2nd, 1874	The Crown
Moreton's Harbor	March	2nd, 1874	The Crown
Moreton's Harbor	Aug.	28th, 1846	Act of Appropriation by

SCHEDULE—(Continued.)

TO WHOM CONVEYED.	NATURE OF INTEREST
The Right Reverend Edward Feild, D.D., Lord Bishop, his Successors and Assigns	Freehold
The Rev. H. Petley, his Heirs and Assigns, in trust for the Mission	Freehold
The Bishop, his Heirs and Successors	Freehold
The Bishop and his Successors	Freehold
The Right Reverend Edward Feild, D.D., in trust	Freehold
The Bishop, his Successors and Assigns	Freehold
The Archdeacon of Newfoundland, in trust	Freehold
Edward, Lord Bishop of Newfoundland and his Successors	Freehold
The Bishop of Newfoundland and his Successors	Freehold
The Bishop, his Successors and Assigns	Freehold
The Bishop, his Successors and Assigns	Freehold
The Bishop, his Successors and Assigns	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Rev'd B. Jones, his Executors, Administrators and Assigns	Freehold
The Rev. B. Jones	Freehold
The Rev. B. Jones	Freehold
The Bishop, his Successors and Assigns	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Bishop, in trust for the Clergyman at King's Cove	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
The Right Rev. Edward Feild, D.D., Bishop of Newfoundland, his Heirs and Assigns	Freehold
The Right Rev. Edward Feild, D.D., Bishop of Newfoundland, his Heirs and Assigns	Freehold
The Bishop in trust for inhabitants of Fair Island	Freehold
The Bishop, his Successors and Assigns	Freehold
The Bishop, his Successors, in trust	Freehold
The Lord Bishop and his Successors, in trust	Freehold
The Bishop and his Successors	Freehold
The Bishop of Newfoundland and his Successors	Freehold
The Right Reverend Edward Feild, D.D., Lord Bishop, his Successors and Assigns	Freehold
The Bishop of Newfoundland and his Successors	Freehold
The Bishop of Newfoundland and his Successors	Freehold
The Right Reverend Edward Feild, D.D., in trust	Freehold
The Right Reverend Edward Feild, D.D., in trust	Freehold
The Lord Bishop of Newfoundland	Freehold

SCHEDULE—(Continued.)

LOCALITY OF PROPERTY.	DATE OF CONVEYANCE		BY WHOM CONVEYED.
Fogo	March	15th, 1869	James Rielly
Starve Harbor	Oct.	10th, 1867	The Crown
Tizzard's Harbor	Aug.	28th, 1846	John Forward
Burin	June	3rd, 1853	The Crown
Lamaline	Sept.	1st, 1854	Stephen Pack
Burin	Sept.	21st, 1849	Thomas Gorman
Port-aux-Brus, Burin	June	1st, 1853	The Crown
Spencer's Cove, Hr. Buffett	Oct.	1st, 1859	William Brown
La Poile	Sept.	6th, 1848	Appropriated by the Bishop
La Poile	Sept.	5th, 1848	Appropriated by the Bishop
Harbor Briton	Sept.	20th, 1848	Thos. Newman and others .
Harbor Briton	April	2nd, 1869	The Crown
Harbor Briton	Oct.	7th, 1854	Newman and others
Brunette Island	April	17th, 1855	Geo. Snelgrove and others .
Channel	June	29th, 1853	The Crown
Port-aux-Basques	June	26th, 1855	John Keating
Belloram	Aug.	18th, 1846	Samuel Cluet
Belloram			John Cluet
Rose Blanche	July	8th, 1871	The Crown
Burgeo	Aug.	13th, 1851	Rev. W. K. White
Upper Burgeo	April	12th, 1844	Wm. Anderson and others .
Upper Burgeo	Aug.	16th, 1845	Appropriated by the Bishop
Upper Burgeo	April	13th, 1844	Wm. Anderson and others .
Lower Burgeo	April	16th, 1844	Appropriated by the Bishop
Lower Burgeo	Aug.	16th, 1844	John B. Cox and others . .
Hermitage Bay	June	19th, 1851	The Crown
Hermitage Bay	Sept.	21st, 1846	John Rose and others . . .
Hermitage Bay	Nov.	29th, 1869	The Crown
Rencontre	Nov.	23rd, 1874	J. Watkins
Brunette Island	July	16th, 1855	P. R. Snelgrove and others
Forteau	Oct.	7th, 1850	C. F. Bennett and others .
Battle Harbor	Aug.	5th, 1848	James Allan and others . .
Seals Island	June	6th, 1855	William Donnelly
Sopp's Island	July	9th, 1865	Luke Pittman and others .
River Head	July	11th, 1865	Luke Gale
Seal Cove	July	16th, 1865	Joseph Osborne
Wiseman's Cove	July	10th, 1865	Rebecca Jacob and others .

SCHEDULE—(Continued.)

TO WHOM CONVEYED.	NATURE OF INTEREST
The Right Reverend Edward Feild, D.D., his Heirs, Executors, Administrators and Assigns	Freehold
The Bishop, his Successors and Assigns	Freehold
The Bishop of Newfoundland, in trust	Freehold
The Bishop, his Heirs and Assigns	Freehold
The Bishop and his Successors in Office	Freehold
The Bishop and his Successors in Office	Freehold
The Right Reverend Edward Feild, D.D., Lord Bishop of Newfoundland	Freehold
To the Bishop of Newfoundland and his Successors	Freehold
The Resident Missionary of La Poile	Freehold
The Resident Missionary of La Poile	Freehold
The Bishop and his Successors, in trust	Freehold
The Bishop, his Successors and Assigns	Freehold
The Right Reverend Edward Feild, D.D., Lord Bishop of Newfoundland	Freehold
The Lord Bishop of Newfoundland	Freehold
The Bishop and his Successors	Freehold
Joshua Duval, in trust for the Mission at Channel	Freehold
Thomas P. Polden, acting for the Bishop and his Successors	Freehold
The Bishop and his Successors, in the See	Freehold
The Right Reverend Edward Feild, D.D., Lord Bishop of Newfoundland	Freehold
The Bishop and his Successors	Freehold
The Bishop and his Successors	Freehold
.	Freehold
The Lord Bishop of Newfoundland	Freehold
.	Freehold
The Bishop and his Successors for the benefit of the Church of England	Freehold
The Bishop of Newfoundland and his Successors	Freehold
The Bishop and his Successors	Freehold
The Right Reverend Edward Feild, D.D., Lord Bishop of Newfoundland	Freehold
The Right Reverend Edward Feild, D.D., his Executors, Administrators and Assigns	Freehold
The Lord Bishop	Freehold
The Bishop of Newfoundland and his Successors	Freehold
The Bishop, in trust	Freehold
Edward Feild, D.D., Lord Bishop of Newfoundland	Freehold
The Bishop and his Successors	Freehold
The Bishop of Newfoundland and his Successors	Freehold
The Lord Bishop of Newfoundland, in trust	Freehold
The Bishop of Newfoundland and his Successors	Freehold

40 VIC., CAP. 18.

An Act for the Incorporation of the Presbyterian Body in Newfoundland, and for other purposes.

[PASSED 26TH APRIL, 1877.]

SECTION

- 1.—Incorporation of "The Presbytery of Newfoundland," subject to Synod of Maritime Provinces and General Assembly of Presbyterian Church in Canada.
- 2.—Moderator to file certified copy of Constitution in Colonial Secretary's Office.

SECTION

- 3.—Trustees of property of United Presbyterian Congregations to hold property subject to trusts declared.
- 4.—Short title.

Be it enacted by the Governor, Council and Assembly, as follows:—

1. From and after the passing of this Act, the religious denomination or body in Newfoundland, called Presbyterians, who have been organized into an association or body under the name of "The Presbytery of Newfoundland," under the jurisdiction of the Presbyterian Synod of the Maritime Provinces, and the General Assembly of the Presbyterian Church in Canada, and their successors, shall be organized into and constituted as a body corporate within this Colony, having perpetual succession, and being known and recognized by law by the said name, and shall have full power to hold lands and property in this Colony, either as having the legal estate therein, or as *cestuis que trust*, for the use of the said Presbyterian Body, or any portion thereof, and shall have power to do such other acts as pertain to a corporation, and shall have a common seal, with power to break and alter the same.

2. It shall be the duty of the Moderator of the said "Presbytery of Newfoundland," to cause to be filed in the office of the Colonial Secretary of this Colony, within six months from the passing of this Act, certified under the seal of the said corporation, a copy of the constitution, bye-laws or other regulations by which it is governed, or which have been made by the said corporation for its guidance or governance, and also a list of the office-bearers thereof, and from time to time to forward to the said office, certified as aforesaid such alterations or additions to the said constitution, bye-laws or regulations, and such changes in the office-bearers as the said corporation may decide upon, which alterations and changes shall be notified, as aforesaid, within three months from the time when they shall have taken place.

3. And whereas by resolutions adopted at meetings of the two congregations, certain Trustees were appointed to hold certain lands and other property for the use and benefit of the said united congregations in St. John's: Be it therefore enacted that the said Trustees and their successors, shall hold and dispose of the said lands and property subject to such trusts and conditions as may have been or may hereafter be declared or set forth in or by any resolution, note or order of the said united congregation, or any deed, instrument or writing, executed or delivered in pursuance thereof: Provided that the trusts and purposes under and for which the said Trustees shall hold the said properties, shall be subject to the constitution, bye-laws and regulations of the said “Presbytery of Newfoundland,” and the said Synod and General Assembly, and that, notwithstanding anything contained in any such resolution, deed, instrument or declaration of trust as aforesaid, the said lands and property shall not be held or applied to or for any uses, trusts or purposes, inconsistent with the said constitution, bye-laws or regulations of the said Presbytery and its said governing bodies.

4. This Act may be cited as “The Presbyterian Incorporation Act, 1877.”

44 VIC., CAP. 2.

An Act respecting the Newfoundland Railway.

[PASSED 7TH MAY, 1881.]

SECTION

- 1.—Ratification of Contract.
The Contract recited.
Recital of Act of 1880, and proceedings thereunder.
Appointment of Joint Committee of Legislature.
- 1.—Location: Main line of railway; branch lines; connection with Carbonar.
Stations.
- 2.—Construction: Subject to approval; Arbitration.
- 3.—Gauge.
- 4.—Rails, &c.
- 5.—Cross ties.
- 6.—Bridging and trestling.
- 7.—Masonry and culverts.
- 8.—Ballast; drains.
- 9.—Stock gaps; fences; exemption from liability for damage.
- 10.—Rolling stock; increase of rolling stock; snow ploughs, &c.
- 11.—Operating; time table; maximum and minimum of time.
- 12.—Mails; mail cars; mail agents; terms of mail carriage.
- 13.—Time of completion—five years.
- 14.—Covenants by Government; subsidy—\$80,000 per annum for thirty-five years, to accrue on completion of five mile sections.
- 15.—Grants of land—5,000 acres for one mile of railway.
Location of blocks.
Alternate sections reserved.
Where lands not obtainable along line; proviso.
- 16.—Reservation by the Government for roads, &c.
- 17.—Company to select lands within two years along line; and lands elsewhere in three years.
- 18.—Exemption from duties.
Specification of articles so admitted.
- 19.—Exemption from exceptional taxation.
- 20.—Immigration; aliens; incorporation.
- 21.—Grants of roadway, stations, &c.; private property—compensation for; \$90,000 to be reserved; provision for deviation from line of Knipple and Morris; location in St. John's.
- 22.—Security by bonds—\$100,000.
- 23.—Laborers paid monthly; deposit for such payments.
- 24.—Meaning of term "continuously operate."
- 25.—Pre-emption; notice; arbitration; appraisal; railway to vest in Government.
- 26.—Contract subject to ratification by Legislature.

SECTION

Schedule:

- 1.—Charter—Wm. Boud and others constituted a body corporate, styled "The Newfoundland Railway Co."
 - 2.—Powers and privileges.
 - 3.—Election of officers; internal regulations.
 - 4.—Board of directors; election of; duties.
 - 5.—Unpaid stock; liability of holders.
 - 6.—Limitation of rights unexpressed.
 - 7.—Repeal or amendment of charter; persons under disabilities to withdraw in certain events.
 - 8.—Quorum of directors.
 - 9.—Term of corporation.
 - 10.—Company may borrow money.
 - 11.—Right of entry upon lands, public or private; compensation for damage; arbitrators.
 - 12.—Right to establish and conduct express companies; express companies, "common carriers."
 - 13.—Passenger fares; powers in respect of.
 - 14.—Baggage.
 - 15.—Freight payable in advance; detention and sale of goods; rights of company in event of proceeds insufficient to satisfy claim.
 - 16.—Storage.
 - 17.—Freight charges.
 - 18.—Interference with ordinary travel to be avoided; railway crossings.
 - 19.—Alarm whistle, &c.
 - 20.—Directors to fix times for trains; liability of company to private parties.
 - 21.—Freighted cars from other lines; transportation of.
 - 22.—Connections of different lines.
 - 23.—Organization and election of officers, &c.
 - 24.—Capital stock of company.
 - 25.—Increase of capital.
 - 26.—Extension of main line.
 - 27.—Stock—personal property.
 - 28.—Subscribers' liability.
 - 29.—Limitation of liability.
 - 30.—Payment of subscriptions.
 - 31.—Amendment of bye-laws.
 - 32.—Principal office—New York or London.
 - 33.—Superintendent's office—St. John's; service of process.
- II.—Enactment of schedule to contract.
- III.—Avoidance of contract and incorporation in event of work not begun within three months.
- IV.—Construction of 21st clause of contract.
- V.—Right of way, &c.; mode of compensation where otherwise unprovided; indemnity by exchange of lands; proviso.
- VI.—Public Act.

Whereas by an Act passed in the forty-third year of Her Majesty's reign, entitled "An Act to authorize the raising by loan of a sum of money for the construction of a railway, and for other purposes connected therewith," provision was made for raising by loan a sum of money for the purposes of the said Act;

And whereas, by resolution of the Honourable the Legislative Council and House of Assembly, passed in the forty-fourth year of Her Majesty's reign, it was resolved that it was more desirable, if a suitable proposal be obtained, that the Government shall contract with a company for the constructing, maintaining, and operating the said railway by the company, in consideration of the payment to the company of an annual subsidy, and the concessions of land, with other privileges, in substitution of the provisions of the said Act:

And whereas, it was further resolved, that a proposal made by the parties hereinafter named and incorporated presented a favorable basis for a contract for constructing, maintaining, and operating a railway from St. John's to Hall's Bay, with branches to Clarke's Beach or Brigus, and to Harbor Grace, a distance approximately of three hundred and forty miles.

And whereas, it was further resolved, that a joint select committee of the Honourable Legislative Council and the House of Assembly, should be appointed, to negotiate a contract, to be ratified by the legislature:

And whereas in pursuance of the said resolutions the following committee was appointed:—

From the Legislative Council:—Honourables PETER G. TESSIER, CHARLES R. AYRE, and AUGUSTUS W. HARVEY;

From the House of Assembly:—Honourables Sir W. V. WHITEWAY, AMBROSE SHEA, and JOHN RORKE; and JOSEPH I. LITTLE, ALEXANDER M. MACKAY, and ROBERT J. KENT, Esquires.

And whereas, in pursuance of the powers conferred on them, the said committee have so negotiated a contract on behalf of the Government of Newfoundland with the parties hereinafter named and incorporated, which contract, with the schedule annexed, has been laid before the legislature for its approval, and it is expedient to approve and ratify the said contract and make provision for the carrying out of the same:

Be it therefore enacted by the Governor, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. The said contract is hereby approved, ratified and confirmed, and the Governor in Council is hereby authorized to perform and carry out the terms and conditions thereof, as follows:—

ARTICLES OF AGREEMENT made between the Honourables PETER G. TESSIER, AUGUSTUS W. HARVEY, CHARLES R. AYRE, Sir WILLIAM V.

WHITEWAY, K.C.M.G., AMBROSE SHEA, and JOHN RORKE; JOSEPH I. LITTLE, ALEXANDER M. MACKAY, and ROBERT J. KENT, Esquire, acting on behalf of the Government of Newfoundland, of the one part, and WILLIAM BOND, FRANK W. ALLIN, C. X. HOBBS, DOMINGO VASQUEZ, and ALBERT L. BLACKMAN, members of a syndicate organized to construct the Newfoundland Railway, hereinafter called the "Syndicate Company," of the second part.

Whereas, by an Act passed in the forty-third year of Her Majesty's reign, entitled "An Act to authorize the raising by loan of a sum of money for the construction of a railway, and for other purposes connected therewith," provision was made for raising by loan a sum of five million dollars for the construction of a railway from St. John's to Notre Dame Bay, with branch lines, as in said Act set forth. And whereas a survey has been made of about one hundred miles of the said railway, together with an estimate of the cost thereof. And whereas it has been deemed more desirable that the said railway should be constructed, operated and owned by a company, aided by a certain annual cash subsidy for a limited number of years, and the grant, in fee simple, of lands to the company, with certain other advantages and privileges hereinafter set forth.

And whereas, such mode of construction and operation having been made known, together with the advantages which would result from the construction and operation of such railway; and whereas, by resolutions passed by both branches of the legislature, the said parties hereto of the first part were appointed a joint committee to negotiate with the parties of the second part, upon the basis of certain proposals theretofore made. And whereas negotiations have taken place between the said parties of the first and second parts, and the following terms, conditions, and covenants, have been agreed upon:

Now, therefore, these presents witness that for and in consideration of the premises, and of the annual cash subsidy, grants of lands in fee simple, covenants, and promises hereinafter contained on the part of the Government to be paid, made, done, and performed, the Syndicate Company hereby covenant and agree, as follows:—

LOCATION.

1. To locate, construct, equip, maintain, and continuously operate in an efficient and safe condition, as their sole property, three hundred and forty miles of railway in the island of Newfoundland. Such line of railway shall commence at St. John's and run thence through the peninsula of Avalon on or near the line indicated by the survey of Kinipple and

Morris, made in the year one thousand eight hundred and eighty, and from the end of said survey near Spread Eagle Peak to Hall's Bay by the best and most desirable line, connecting with South West Arm or Random Sound, with Clode Sound, and crossing Exploits river near Bishop's Falls. From the said main line there shall be two branch lines; the first being the Clark's Beach or Brigus branch, leaving the main line near the Hodge Waters, and running to Clarke's Beach or Brigus by the best and most desirable line; the second branch, or Harbour Grace line, leaving the main line in the vicinity of Spread Eagle Peak, and running thence to Harbour Grace by the best and most desirable route, a distance of about twenty-six miles. The Government being desirous of extending the line to Carbonear, it is understood that the branch line from Spread Eagle Peak to Harbour Grace shall, if expedient, be altered as convenient to connect Harbour Grace and Carbonear with the main line; or the Clarke's Beach or Brigus line may be extended to Harbour Grace and Carbonear upon such terms as may hereafter be agreed upon by the Government and the said Syndicate Company.

The said Syndicate Company shall locate and provide all stations, station houses, flag stations, depots, water stations, sidings, repair shops, and turn-tables, and all other essentials necessary to the efficient operation of the road at such places, villages and towns situated along or near the lines of railway as will best accommodate the public and the shipping interests of the country, and shall determine the gradients and curvatures of the said lines of railway.

CONSTRUCTION.

2. The line of railway, with the branches hereby provided to be constructed, shall be a substantial, reliable and efficient railway, subject to approval, when completed in sections, of an engineer appointed by the said Government; but should any difference arise as regards the report of the Government Engineer, or as to the substantiality, reliability or efficiency of the road, such dispute shall be decided by arbitrators to be appointed, one by the Government, one by the said Syndicate Company, and a third arbitrator by these two so named. It being understood by this and the subsequent sections that the railway intended to be constructed shall not be what is deemed in England and the United States a first-class railway. Should the railway upon inspection prove to be not substantial, reliable and efficient, then said Syndicate Company shall, without unnecessary delay, make the same substantial, reliable and efficient.

3. The gauge of the said lines of railway shall be three feet six inches.

4. The rails shall be best steel rails of approved T section, of not less than thirty-five pounds per running yard, and to be well secured to cross ties by being properly spiked down, the joints to be properly fishbarred, the fish-plates to be well secured by bolts and nuts, the whole to be substantially performed.

CROSS TIES.

5. The cross ties may be of juniper, black spruce, pine, American oak, or other sound timber, to be flattened on two sides, of uniform thickness of not less than seven inches, the flattened surfaces to be not less than seven inches face, the ends to be cut square, the number of ties to the mile not to be less than two thousand one hundred and thirteen, nor wider apart than two feet six inches from centre to centre, and at joints two feet apart from centre to centre.

BRIDGING AND TRESTLING.

6. The bridging and trestling to be of wood or iron, as may be deemed by the engineer of the company most suitable, according to the requirements and description of locality where needed, to be of full strength and substantially built, with solid foundations.

MASONRY AND CULVERTS.

7. Bridge piers and abutments may be of stone, concrete or iron, all to be substantially built; culverts to be of concrete, stone or iron, of ample size to drain the waters freely from the track.

BALLAST.

8. The ballast to be of suitable material most convenient to the locality, the cross ties to be well bedded and set, to be properly "tamped up." The alignment and curvature to be determined by the engineer of the company, and the elevation of rails on curvatures to be according to the curves to secure the greatest safety. The road, bed and way to be well and properly drained by side ditches, drains and culverts.

STOCK GAPS.

9. Stock gaps shall be made by the Syndicate Company where the line of railway passes through enclosed private property. Such stock gaps shall be made where the line of railway crosses the line of enclosure;

or in lieu of the stock gaps, the Syndicate Company may build fences on each side of their railway, to prevent any straying stock from going on the said Syndicate Company's railway; but in all localities where the line passes through unenclosed land, the Syndicate Company shall not be responsible or liable for damage to any person whose stock may be killed or injured by reason of trespassing on the company's line of railway.

ROLLING STOCK.

10. The Syndicate Company shall provide suitable locomotives, of reliable and first-class workmanship, passenger coaches, comfortably and well fitted, freight service, box and flat cars, all to be substantially built, and the same shall be maintained in good working order. When the line is completed and ready for traffic the Company shall have and provide at least six locomotives and six fully equipped trains ready for use, three passenger and three freight trains; the passenger trains to consist of mail and express baggage, and first and second-class passenger cars. The Syndicate Company shall further furnish additional rolling stock, trains and equipments, and accommodations as fast as, and in such quantities as the developing and increasing business of the line may require, so that the travel and shipping interests of the country may be fully accommodated. The Syndicate Company shall provide such necessary snow ploughs and other appurtenances as the engineer of the Company may deem necessary to keep the track unobstructed and open for traffic, and shall make equally strenuous efforts as are ordinarily used by railway companies to keep the line open and unobstructed.

OPERATING.

11. The Syndicate Company shall efficiently and continuously operate the lines of railway according to the regular time-table, except they shall be prevented by causes over which they have no control. The Syndicate Company shall furnish a regular time-table showing the time of arrival and departure of trains from each station, said time-table to show at least one passenger train each way each day (Sunday excepted) over the whole line; but as many more trains may be added daily as the demands of the Company's business may require. The regular time of passenger trains shall not be less than fifteen nor more than forty miles per hour. Mixed and freight trains can be run at less speed.

MAILS.

12. The Syndicate Company to provide the Government with all necessary facilities for transporting the Government mails, when required, over the said lines and branch lines of railway, in such quantities and

tonnage as the Government may require; the Syndicate Company to prepare and fit up mail cars or sectional combination cars to carry the mails; the Government mail agents to have exclusive use of and possession of such car or section set apart for carrying the mails; the said Syndicate Company to attach one of such postal or mail cars to each through daily passenger train each way, and shall transport the mails to each station along the line and branch lines of railway, and upon arrival the mail agent of the Government may receive and deliver the mails. The mail agents shall have exclusive control of the mail service, the Company only undertaking to furnish said cars and transport the mails and mail agents over the line according to the Company's regular time-table. The mail agents shall not interfere with or delay the trains in any way in receiving or delivering the mails. The said postal or mail cars shall only be used for the purposes of the Government mails, and as to the amount to be paid by the Government for such services and the arrangements to be made respecting the mails, the terms shall be equitable and fair, and based upon mail arrangements in Great Britain, the United States and the Dominion, under a similar condition of surrounding circumstances.

13. The said railway and branch lines shall be completed and in operation within five years from the date of this contract. In consideration of the premises, and of the due and faithful performance by the said Syndicate company of all and singular the covenants and agreements herein contained on their part to be performed, the Government of Newfoundland covenants and agrees:—

14. To pay the Syndicate Company, upon the construction and continuous efficient operation of the line, a subsidy of one hundred and eighty thousand dollars per annum, in half yearly payments in gold, in London, England, on the first day of January and the first day of July in each year, for a period of thirty-five years; such annual subsidy to attach in proportionate parts and form part of the assets of the said Company, as and when each five mile section is completed and operated, or fraction thereof, at terminus at Hall's Bay.

GRANTS OF LAND.

15. The Government to grant in fee-simple to Syndicate Company five thousand acres of land for each one mile of railway completed throughout the entire length of three hundred and forty miles. The said fee-simple grant of five thousand acres of land per mile to be made to said Syndicate Company upon completion of each section of five miles of railway or fraction thereof at the terminus at Hall's Bay.

The sections or blocks to be located and laid off upon meridians or upon base lines, to be run as may be found practicable, pursuing as near as possible the general direction of the said lines of railway.

The land to be located on each side of the railway in alternate sections, one mile in length with the railway, on meridian or base lines, as the case may be, and eight miles in depth, the Government retaining the alternate sections.

Where such sections from any cause are not obtainable along the line the said Syndicate Company may select Crown lands elsewhere to make up the deficiencies; but the Syndicate Company shall not be compelled to accept barren or swamp lands along the line of railway, but may select from Crown lands elsewhere.

16. Provided that nothing in this contract contained shall preclude the Governor in Council from exercising the right to make such reservations relative to Crown lands as he may deem necessary to provide for the construction of roads and bridges, court houses, market places, churches, chapels or other places of public worship, school-houses, bogs for supply of manure or fuel to the public, forests for the use of the fisheries, or for any other public use or purpose whatsoever.

17. Upon the completion of each five mile section of railway, as hereinbefore mentioned, the Syndicate Company shall, within two years thereafter, select the alternate blocks on each side of the railway to which they will be then entitled, and until such selection be made the Government shall not dispose of any Crown lands, timber, or mineral rights within eight miles on either side of the line of railway; and further, the company shall, within three years from the completion of the railway, select such lands as may be required to make, together with the blocks situate along the line, the full quantity of five thousand acres to each mile of railway, the last mentioned selections to be made in blocks of not more than eight or less than one square mile each, it being understood that the company shall not hold more than three of the last mentioned selections adjoining each other, and that the Government may reserve one intermediate selection for every three the company may make.

18. All articles to be used in the construction and maintenance of the said railway, the rolling stock, and telegraph and telephone lines, to be admitted free of duty.

The articles are as follows:—All railway iron and steel rails, fish-bars, chains, spikes, nuts and bolts, frogs, crossings, switches, switch-fixtures, turn-tables and fixtures, iron and steel of every description used

in construction of bridges, pumps and pipes for water and railway stations, iron and hardware used in construction of stations of every description, tools, waggons, carts, implements and machinery for shops and repairs, locomotives and parts, rolling stock of every description, wire, instruments and fixtures and supplies for telegraph and telephone lines, dynamo machines and fixtures for electric lights, railway reflectors, lamps and lanterns, and such other articles as are actually to be used in the construction of and fittings of the railway and rolling stock and stations, and also surveyors' instruments, also forage for animals employed in constructing and maintaining said line of railway. But no goods, wares or merchandize of any description shall be admitted free of duty that shall be intended for sale or for doing any work other than that respecting the said railway, telegraph and telephone lines, or that is not actually employed in constructing and maintaining said railway, rolling stock, telegraph and telephone lines, as above named.

19. The railroad and lands of the Company, and also its capital stock, shall be exempt from exceptional taxation.

20. The Government undertake that the necessary statutes shall be enacted to encourage immigration, to enable aliens as well as British subjects to hold lands in fee simple, and to incorporate this Syndicate Company, which Incorporation Act shall contain the provisions necessary to carrying this contract into effect as contained in schedule A., hereto annexed, and forming part hereof.

GENERAL CLAUSES.

21. The Government shall grant, free of charge, to the Syndicate Company, land for the roadway to the extent of one hundred feet on each side from the centre of the track, and also all lands necessary for stations, depots, work shops, yards, sidings, turnouts, and other purposes requisite for the operation of the road where the line runs through Crown lands; and where the line runs through private property, then all lands necessary for the said railway, and for such purposes as aforesaid, shall be provided by the Government, by whom the owners thereof shall be compensated. And towards recouping the Government for such outlay, for the purposes of such compensation the Government shall retain ninety thousand dollars out of the last annual subsidy, if the land so purchased shall cost so much. If the lands so purchased shall cost less than ninety thousand dollars, the amount shall be reduced accordingly; and if the amount so expended should exceed the said sum of ninety thousand dollars, then, and in such case, any further expenditure shall be borne by the said Syndicate Company, and forthwith repaid to the Government; provided also, that in case

the line of railway, as surveyed by Messrs. Kinipple and Morris in the year one thousand eight hundred and eighty, shall be altered as regards the location, stations, depots, or otherwise, so that the cost of land necessary to be purchased from private parties for the purposes aforesaid shall be increased or diminished, then the amount to be deducted out of the last year's subsidy, as aforesaid, shall be increased or diminished accordingly: Provided also that the line of railway shall not be located in the town of St. John's between Cochrane street on the East and a line from Radford's property northerly to LeMarchant road on the West, and between the harbor on the South and LeMarchant road and Military road on the North.

22. The said Syndicate Company, within three months after the execution of this contract, shall deposit with the Government of Newfoundland, as security for the performance of this contract, bonds of the United States of America, or other approved securities, in amount equal to one hundred thousand dollars, the same to be returned to the said Syndicate Company upon completion of the three hundred and forty miles of railway; the interest in the meantime shall be paid to said Syndicate Company.

23. All laborers engaged in the construction of the railway and works of the Company shall be paid their wages monthly; and from time to time there shall be deposited in advance, in a bank in this island, a sum of money, which shall be agreed upon between the parties hereto, sufficient to pay one month's wages of such laborers, and the said sum shall be placed to a distinct account and shall be applied to such purposes only.

24. Where the words "continuously operate" are used it is understood and agreed that it shall mean and be construed that the Company shall operate the railway upon their regular time-table, except when prevented by causes over which the Syndicate Company have no control; and failing to operate by the causes above named will in no way operate as a forfeiture of the rights and privileges or the payment of the cash subsidy or subsidies to be granted to or paid to said Syndicate Company by the Government of Newfoundland as herein provided for. But it is agreed that the Syndicate Company shall use all due diligence in every respect to continuously operate the roads as provided in their regular time-table.

PRE-EMPTION.

25. At any time after the expiration of thirty-five years from the date hereof the Government shall have the right to purchase the property and rights of the said Syndicate Company in the said lines of railway and all property belonging to the said Syndicate Company in this island; and in case the Government shall deem it advisable to exercise such right,

the Governor in Council may cause a written notice to that effect to be given to the said Syndicate Company by leaving the same at the office of the said Syndicate Company in this island, and thereupon the Governor in Council and the Syndicate Company shall each appoint two arbitrators or appraisers, and the four arbitrators or appraisers so appointed shall appoint a fifth arbitrator or appraiser, and the five arbitrators or appraisers so appointed shall appraise the property and rights of the said Syndicate Company in the said railway and property, and the appraisal of a majority of such arbitrators or appraisers shall be taken to be the true and just value thereof; and after the expiration of one year from the date of such award of appraisal, and after the payment made and tendered in manner hereinafter provided, the said railway and property shall be vested in Her Majesty, subject to all bonded and other indebtedness owned by or held against the Company or its railway property at the time of the said valuation, and the payment or tender aforesaid of the amount of such award of appraisal shall be made to the president or directors, or to the manager or superintendent of the said Syndicate Company of this island.

26. This contract shall not be deemed to be complete until the same shall have been ratified by the Legislature of Newfoundland.

In witness whereof the parties hereto have subscribed their hands at St. John's, Newfoundland, this twentieth day of April, Anno Domini one thousand eight hundred and eighty-one.

(Signed),	W. V. WHITEWAY, <i>Chairman.</i>
"	P. G. TESSIER,
"	A. W. HARVEY,
"	JOHN RORKE,
"	C. R. AYRE,
"	A. SHEA,
"	J. I. LITTLE,
"	ROBERT J. KENT,
"	A. M. MACKAY.

(Signed),	WM. BOND	By his Attorney, A. L. BLACKMAN.
"	FRANK W. ALLIN,	" A. L. BLACKMAN.
"	C. X. HOBBS,	" A. L. BLACKMAN.
"	DOMINGO VASQUEZ,	" A. L. BLACKMAN.
"	A. L. BLACKMAN.	

Witnesses to the signatures,

(Signed), WILLIAM WHEATLEY,
CHAS. J. LEMESSURIER.

(Schedule A., referred to in the foregoing Contract.)

CHARTER OF INCORPORATION.

1. WILLIAM BOND, F. W. ALLIN, C. X. HOBBS, DOMINGO VASQUEZ ALBERT L. BLACKMAN, all of New York, and all other persons and corporations as shall become shareholders in the Company hereby incorporated, are hereby constituted a body politic and corporate by the name and style of "THE NEWFOUNDLAND RAILWAY COMPANY," for the purpose of constructing a railway from the city of St. John's to Hall's Bay, Newfoundland, with a branch line or lines to Brigus or Clarke's Beach and Harbour Grace and Carbonear, and to operate the same.

2. And by said name may sue and be sued; may have and use a common seal, which it may alter at pleasure; the signature of the name of the corporation by any duly authorized officer shall be legal and binding; purchase and hold, or receive by gift, in addition to the personal property owned by said corporation, any lands necessary for the transaction of the corporate business, and purchase or accept any lands in payment or part payment of any debt due to the corporation, and sell lands for corporation purposes; establish bye-laws and make all rules and regulations, not inconsistent with the laws of Newfoundland, deemed expedient for the management of corporate affairs, and do all other acts and things necessary for and incident to the efficient and satisfactory operation of the said railroad; and appoint such subordinate officers and agents, in addition to the president, secretary and treasurer, as the business of the corporation may require; designate the name of the office and fix the compensation of the officers.

3. The following provisions and restrictions are coupled with said grant of powers. A failure to elect officers at the proper time does not dissolve the corporation, but those in office hold until the election or appointment and qualification of their successors. The term of all officers may be fixed by the bye-laws of the corporation; the same, however, not to exceed two years. The corporation may make regulations concerning the subscription for or transfer of stock; fix upon the amount of capital to be invested in the enterprise; the division of the same into shares; the time required for payment thereof by subscribers for stock; the amount to be called for at any one time; and in case of failure of any stockholder to pay the amount thus subscribed by him at any time, and in the amount thus called, a right of action shall exist in the corporation to sue said defaulting stockholder for same.

4. The board of directors may consist of five or more members, at the

option of the corporation, to be elected either in person or by proxy, by a majority of the votes cast, each share representing one vote; shall keep a full and true record of all their proceedings, and an annual statement of receipts and disbursements shall be copied on the minutes, subject at all times to the inspection of any stockholder; the books of the corporation shall show the original and subsequent stockholders; their respective interests; the amount which has been paid on the shares subscribed; the transfer of stock, by and to whom made; also other transactions in which it is presumed a stockholder or creditor may have an interest.

5. The amount of any unpaid stock due from a subscriber to the corporation shall be a fund for payment of any debts due from the corporation, nor shall the transfer of stock by any subscriber relieve him from payment unless his transferee has paid up all or any of the balance due on said original subscription.

6. By no implication or construction shall the corporation be deemed to possess any powers except those hereby expressly given or necessarily implied from the nature of the business for which this charter is granted, or engage in any business outside the purpose of this charter.

7. This charter of incorporation may be amended or repealed by statutory enactment upon application by the company. If it is repealed, or the amendments proposed, being not merely auxiliary, but fundamental, are rejected by a vote representing more than one half of the stock, the corporation shall continue to exist for the purpose of winding up its affairs, but not to enter upon any new business. If the amendments or modifications being fundamental are accepted by the corporation, as aforesaid, in a general meeting to be called for that purpose, any minor, married woman, or other person under disabilities, or any stockholder not agreeing to the acceptance of the modification, shall cease to be a stockholder, and the corporation shall be liable to pay said withdrawing stockholders the par value of their stock, if it is worth so much; if not, then so much as may be its real value in the market on the day of the withdrawal of said stockholders, as aforesaid; provided the claims of all creditors are to be paid in preference to said withdrawing stockholders.

8. A majority of the board of directors shall constitute a quorum, and shall fill all vacancies until the next election. The first board of directors shall consist of five corporators herein named.

9. The corporation shall have existence for ninety-nine years.

10. This corporation shall have the right to borrow money and issue notes or bonds upon the faith of the Corporate property, and also to

execute a mortgage or mortgages as further security for repayment of money thus borrowed.

11. This corporation shall have the right to enter upon and take the lands of individuals, or public lands, as provided for the purposes of the railway mentioned in the contract to which this is a schedule, and also to enter upon the lands of individuals, or public lands, not exceeding two hundred feet in width for the entire length of extension, connecting or branch lines which this Company may construct in addition to the said railway mentioned in the contract, and may build thereon the said extensions, connecting or branch lines of railway, its stations, houses, sidings and other erections necessary for the operations of the same, and said land for right of way and stations so taken shall, in fee simple, belong to said corporation. The Company, by its officers and agents, may enter upon the lands of private persons, as also public lands, for the purpose of making surveys, location and estimates for their lines of railway, and may take from public lands stone, earth, or timber, or other necessary material for the construction of the Company's railways, and may take, use, or employ such water courses as may be necessary to supply water for the purposes of the Railway Company. For the purpose of ascertaining the damage that may be occasioned to any such person whose interests in any lands and tenements may be in any way affected under this section other than the private lands for the railway mentioned in the contract, the Company shall appoint one arbitrator and the party interested another, and the Supreme Court of this island, or a Judge thereof, a third arbitrator, to determine the amount of compensation to be paid to such person, and the award of any two of them shall be final and binding; and in case such person shall neglect or refuse to appoint an arbitrator within ten days after notice in writing so to do from the said two arbitrators, the said Court or Judge may appoint an arbitrator for such party, and the award of any two of them shall be final and binding; and the said arbitrators shall be sworn before a stipendiary Magistrate to do justice between the parties, and may summon and require the attendance before them of all parties interested in the property to be appraised, or in the damages to be ascertained by them, the agents of such parties respectively, and also all necessary witnesses, and require the production of all deeds and papers requisite in the reference to establish title or interest of any such party claiming such compensation aforesaid, and may examine upon oath, to be administered by any one of the arbitrators, all such parties or their agents and all witnesses touching the matters to be enquired into by such arbitrators; in estimating any such alleged damage the arbitrators shall take into account any additional value or advantage which may ac-

crue to the several proprietors and occupants by reason of the construction of such railroad.

12.—“The Newfoundland Railway Company” have the right to establish a parcel or package express, and carry on the said business and conduct the same in like manner under like regulations as other express companies in the United States of America. To facilitate the delivery of the express goods or packages the same shall be carried on the regular passenger trains of the Company; such express company shall be responsible as other express companies as “common carriers” for all goods entrusted to their care for transportation.

13. The Company shall have the right to demand and collect the regular fare from any person before such person shall be allowed to enter the train, and the Company, through its agents and employees, may refuse to allow such person to enter the train until such person has paid the regular fare or exhibited the regular ticket which the Company may require; it shall be unlawful for any person to ride on said Company’s cars without first paying the regular fare, except by written permission of the manager or other duly authorized officer of the Company, and except the mail agents of the Government and employees of the Railway Company. Any person who shall be found riding on the Company’s cars other than those who are duly authorized, without first paying the regular fare, may be expelled from the cars.

14. Each first-class passenger shall be allowed to carry baggage to the extent of eighty pounds in weight, and each second-class passenger fifty pounds; and all baggage in excess of the above weights shipped by a single person shall be charged for at express baggage rates by the Company.

15. The Company shall have the right to demand and collect from the consignor all freight charges before the goods, articles or packages are shipped; the Company, through its agents and employees, may refuse to receive such goods until the freight charges are paid; should the Company ship such goods, articles or packages of any description to the point of destination, then the Company may demand and collect such freight charges, as well as all other advances or other charges, before the same shall be removed from the possession of the Company; should the consignee refuse to pay said freight charges upon demand, then the Company, after the expiration of thirty days, shall have the right to advertise such wares, goods, merchandize, articles and packages “for sale”; the said advertisement being for two weeks in a newspaper published in Saint John’s, and such advertisement shall give the date and time of sale, the names of the con-

signor and consignee, with the number of the package and charges thereon, as named in the bill of lading; then, should the consignee fail to pay such charges in the time specified before the day of sale, the corporation may sell at public auction all such goods, wares, merchandize, articles, and packages, and apply the proceeds to the payment of such freight and other charges; and pay the balance or surplus (if any) to the consignors; should the sum received for such articles so sold fail to realize the amount of all charges against the said goods shipped, then the Company may have a cause of action and may recover the amount of the difference of such sum received at such sale, and the charges against such shipment, from the consignor.

16. The Railway Company shall, after due notice to the consignee, have the right to demand and collect a storage price of twenty-five cents per ton on all heavy articles, goods, merchandize and wares, and ten cents per cubic foot for all articles of bulk, and ten cents for each package or article left or remaining in possession of the Company longer than five days, (all charges to be for a time not less than thirty days); should the goods, articles or merchandize be left in possession of the Company longer than thirty days, from the expiration of the first five days, then the Company may demand, charge and collect the above rate of storage for each month, or fraction thereof, that the goods remain in the Company's possession; on car-load shipments of heavy freights, such as merchandize, machinery, iron, ores of all classes, timber, lumber, boards, coal, stone, the consignee shall be required, at consignee's risk and expense, to unload and remove the same within twenty-four hours (Sundays excepted) after the delivery in cars, or arrival of said cars at destination or terminal station, as per bill of lading; said consignee failing so to do shall be charged for the use of such freight car at the rate of five dollars per day for each day or fraction thereof in excess of twenty-four hours, and the Railway Company may collect the same from (of) the said consignee before the goods, wares, or merchandize shall be removed. All heavy machinery, wares, merchandize, timber, lumber, stone, ores, iron, and other heavy articles, shall be removed from the cars by the consignee, at consignee's risk and expense; when a shipment, less than a car-load, is made, the Company may unload the said heavy freights and discharge the car, but the Company may charge an additional "labour charge" for such services, which may be collected as other freight charges. All freight charges shall be a prior or first lien on such goods or articles shipped over the Company's line of railway, and shall be precedent to any other attachment lien or obligation whatsoever.

17. The charge for transportation of freight shall not exceed (30)

thirty cents per hundred pounds on heavy articles, and twenty cents per cubic foot on articles of measurement, for every one hundred miles transported; and five cents per mile for first-class passengers, and three cents per mile for second-class passengers. Clergymen will be charged half first-class fare. Special contracts may be made with shippers on their roads in regard to rate of freight, so as not to exceed the amount herein designated.

18. The line of track of road shall be so constructed as not to interfere with convenient travel of the public highways, and roads and streets of cities, towns or villages, and so as to allow carts, waggons, carriages, and other vehicles, conveniently and safely to pass over or under the line of track. Boards, well supported by posts, or otherwise, shall be placed and constantly kept across each public road, when the same is crossed upon the same level with the track of railroad, the board elevated so as not to obstruct the travel, and on each side of the board there shall be printed in large letters, easily seen by the traveller, the words "RAILROAD CROSSING; LOOK OUT FOR THE CARS." Such board need not be put at the crossing of streets or alleys, in cities, towns and villages.

19. The whistle shall be blown, or the bell sounded, at not less distance than two hundred feet from the crossing of every road.

20. The board of directors shall fix regular times for running of trains, for the transportation, and shall take, transport, and discharge such passengers and property at, from, and to such places on the due payment of freight tolls and fares legally authorized to be charged therefor; and in case of the refusal of said Company, their officers or agents, to take and deliver the same or either of them at the regular appointed time, such Company shall pay to the party aggrieved all damages thereby suffered.

21. This Company shall receive on their road full freighted cars from other roads, and transport them, without break of bulk, to the place of destination, charging for goods, wares, and merchandize in their own cars, and return the said cars free of charge, provided the cars thus to be received are good and substantial, and also provided the distance said wares and merchandize are to be transported is not less than twenty miles.

22. This Company and any other companies hereafter owning lines of railway in this island may exercise mutual rights as respects connecting their lines of road, constructing and using sidings, turnouts, and connecting tracks, and may enter upon the property of each other for the construction of connecting lines or crossing their respective lines above, below or on the same level, and may use such sidings as joint sidings for the purpose of transferring cars from one line to another, and may con-

struct and use joint stations, and do any other act necessary for the better accommodation of the public and for purposes of traffic, upon such terms as are equitable between such companies.

23. Immediately after the passing of this Act the five or more persons named as the board of directors shall meet and duly organize, elect their president and vice-president, the secretary and treasurer, and shall appoint such officers and agents as by the said board of directors may be deemed necessary to properly conduct and carry on the business of the corporation.

24. The board of directors may fix the amount of capital stock of the Company, and the number of shares into which the same may be divided; and under their direction subscription books may be opened to obtain stock, all other persons having an equal right with the original corporators to subscribe for stock until the full amount of said capital stock is subscribed.

25. The board of directors may at any time increase the capital stock, if the necessities of the corporation in their estimation may require said increase.

26. This corporation shall have the right to extend the main line and to construct such branch line or lines as the board of directors may deem to the best interests of the corporation.

27. The capital stock of this corporation shall be impressed with the character of personal property.

28. Each subscriber shall be liable only for any balance remaining unpaid on the amount and number of shares subscribed for.

29. By no construction or implication shall any shareholder be bound each for another, the express feature of said stock being to limit the liability of such subscriber to the amount of his subscription.

30. The board of directors may receive in payment of subscription to stock, money, lands, material, or work at contract price, as in their judgment they may elect and agree upon with such subscribers to the stock of the Company.

31. The bye-laws of this corporation may be amended.

32. The board of directors may have their principal office in New York or London, as they may elect. It shall not be necessary for any member of the said board of directors to be a resident of Newfoundland.

33. The office of superintendent or manager of this Company shall

be located in St. John's; and if any cause of action shall arise within this Colony against the Company, and any writ or process be issued against the Company, service of such writ or process, and of all papers and documents, may be validly made upon the Company at such office.

St. John's, Newfoundland, Twentieth day of April, 1881.

(Signed),	W. V. WHITEWAY, <i>Chairman.</i>
"	P. G. TESSIER,
"	A. W. HARVEY,
"	JOHN RORKE,
"	C. R. AYRE,
"	A. SHEA,
"	J. I. LITTLE,
"	ROBERT J. KENT,
"	A. M. MACKAY.

(Signed),	WM. BOND	By his Attorney,	A. L. BLACKMAN.
"	FRANK W. ALLIN,	"	A. L. BLACKMAN.
"	C. X. HOBBS,	"	A. L. BLACKMAN.
"	DOMINGO VASQUEZ,	"	A. L. BLACKMAN.
"	A. L. BLACKMAN.		

Witnesses to the signatures,

(Signed), WILLIAM WHEATLEY,
CHAS. J. LEMESSURIER.

II. For the purpose of incorporating the said WILLIAM BOND, FRANK W. ALLIN, C. X. HOBBS, DOMINGO VASQUEZ and ALBERT L. BLACKMAN, and those who shall be associated with them in the undertaking, under the name of "The Newfoundland Railway Company," and of granting to them the powers necessary to enable them to carry out the said contract according to the terms thereof, and conferring upon them the franchises, privileges and powers embodied in the schedule to the said contract appended, the said schedule shall have force and effect as if it were an Act of the Legislature of Newfoundland, and shall be and be held to be an Act of Incorporation within the meaning of the said contract.

III. In the event of the work to be done under the said contract not having been commenced within a period of three months after the passing of this Act, then the Governor in Council may declare the said contract and charter of incorporation null and void.

IV. To remove doubts as to the true construction of the twenty-

first clause of the said contract, so far as the same relates to the amount of purchase money for right of way for said Company, which is to be retained by the Government of Newfoundland out of the last annual subsidy, it is hereby declared that the amount to remain over and be retained out of such last annual subsidy shall in no event exceed the sum of ninety thousand dollars, and that any excess over that sum which may be expended by the Government for purchase of such right of way or other purposes in the said clause mentioned, shall be forthwith repaid by the said Company to the Government.

V. Where no special provision is made, then, for the purpose of ascertaining the damage that may be occasioned to any person whose interests in any lands or tenements may be in any way affected under the provisions of this Act, the Governor shall appoint two persons and the party interested shall appoint a third, which three persons, or any two of them, shall determine the amount of compensation, if any, to be paid to such party, according to his interest therein. And in case such party shall refuse or neglect to appoint an arbitrator within ten days after notice in writing so to do from the said two arbitrators, such two arbitrators shall name a third arbitrator, and the award of any two of them shall be final and binding; and the said arbitrators shall be sworn before a stipendiary Magistrate to do justice between the parties, and may summon and require the attendance before them of all parties interested in the property to be appraised by them, the agents of such parties respectively and all necessary witnesses, and require the production of all deeds and papers requisite to establish the title or interest of any party claiming compensation in manner hereinbefore mentioned, and may examine upon oath, to be administered by any one of such arbitrators, all such parties or their agents and all such witnesses, touching the matters to be enquired into by such arbitrators. If the said arbitrators shall be of opinion that the proprietors of land taken for purposes aforesaid, or any of them, or any party whose land may be taken for indemnity purposes as herein provided, may be indemnified at a less expense by having an equal portion of land assigned to them from any land adjoining, and that such adjoining land may be taken without material injury to the proprietor thereof the said arbitrators shall mark and in like manner appraise so much of the said adjoining land as they may think sufficient to replace the land required as aforesaid, and the same so marked off shall belong to the first mentioned proprietor and be in lieu of all indemnity; and the appraised value of the same shall be paid to the party from whom such land was so taken, and shall be a full satisfaction and release of the same and of all right and title, thereto: Provided that if the land so to be taken shall

not be deemed an equivalent for the land so to be appropriated for the said purposes of the said railway and buildings as aforesaid, the said proprietor shall be paid by the Government such sum as may be, with the land so to be given, a full satisfaction for the land so dedicated.

VI. This Act shall be deemed and taken to be a public Act.

44 VIC., CAP. 10.

An Act to enable the Harbour Grace Water Company to extend the Capital Stock of the said Company, and for other purposes.

[PASSED 9TH MAY, 1881.]

SECTION I.—Power to Harbour Grace Water Company to increase stock \$8,000.

Whereas by the provisions of the Act 26th Vic., cap. 5, incorporating the Harbour Grace Water Company, the capital stock of the said company was limited to the sum of ten thousand pounds, with permission to extend the same to the sum of twelve thousand pounds, if necessary;

And whereas the said company has, under the provisions of the said Act, extended its said capital to the full amount authorized by the said Act: And whereas it has become necessary, by reason of the increased requirements of the said company, that its capital stock should be extended to a still greater amount;

Be it therefore enacted by the Governor, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. The Harbour Grace Water Company shall have power to increase the capital stock of the said company by the further amount of eight thousand dollars, subject in all respects to the provisions of the said Act and the Acts in amendment thereof, and such further stock shall have the like advantages as heretofore provided with respect to the stock first subscribed.

46 VIC., CAP. 5.

An Act to Provide for the Construction of a Dry or Graving Dock, and for other purposes connected therewith.

[PASSED APRIL 21ST, 1883.]

SECTION

- 1.—Receiver General may raise money by loan for purposes of this Act.
- 2.—Debentures to be granted.
- 3.—Moneys to be applied to construction of a Dry or Graving Dock in St. John's, and to compensation for certain damages.
- 4.—Contract in Schedule B. confirmed.
- 5.—Governor in Council may authorize construction of Dock and the taking of lands or water rights necessary for same.

SECTION

- 6.—Authorized persons may enter all lands to take stone, water, &c., required for dock.
- 7.—Compensation for land taken or damage occasioned; Arbitration.
- 8.—Place of deceased or absent arbitrator—how filled.
- 9.—Governor in Council may appoint Engineer and other officers.
- 10.—Exemption from duties.
- 11.—Construction of terms.
- 12.—45th Vic. Cap. 3, repealed.

Be it enacted by the Administrator of the Government, Council and Assembly, in Legislative Session convened, as follows:—

1. The Receiver General of this Colony may raise by public advertisement and on tender, at the rate of four per cent. interest, a loan on the credit of the Colony, not exceeding Six Hundred Thousand Dollars, which sum, with interest thereon, shall be chargeable upon, and shall be repayable out of the Funds of the Colony at the times and in manner prescribed in the Schedule to this Act.

2. The Receiver General shall, on obtaining such loan, or any portion thereof, grant one or more Debentures in the form set forth in the Schedule A. to this Act, which Debentures shall be signed by the Receiver General, and countersigned by the Colonial Secretary, numbered in succession from one upward, and shall be assignable by endorsement thereof.

3. The moneys raised under the authority of this Act shall be applied to the construction of a Dry, or Graving Dock, in the Harbor of St. John's, together with all Elections, Buildings, Piers, Dredgings, Fillings, and other Works, according to the terms of the contract contained in the Schedule to this Act marked B., and of the specifications contained in the Schedule to this Act marked C., and also to the payment of compensation to any persons who may sustain damage by or under the operation of this Act, and to the discharge of any claims not exceeding Ten Thousand Dollars, arising under the Newfoundland Dock Company Act, 1882, or by reasons of the repeal thereof.

4. The said contract contained in the Schedule to this Act marked B., is hereby approved, ratified and confirmed, and the Governor in Council is hereby authorized to perform and carry out the terms and conditions thereof.

5. The Governor in Council may at any time authorize any person to enter upon, take, use, and hold, any land, whether covered by water or not, and whether Public or Private, or any beach, shore, or side of the said Harbor, (or any of the water of the said Harbor), whether adjoining private property or not, or any water rights or privileges whatsoever, which they may deem necessary for the said Dock, or for dredging, or any other work in connection therewith, or for access, ingress or egress to or from the same, either by land or by water, and to construct thereon the said Dock, and operate the same, and to build thereon such extensions, houses, sidings, drains, and canals, conduit pipes, and all such other erections and fixtures as may be necessary for the said Dock or the operation thereof, and to open and maintain all necessary and convenient ways, roads and passages, to and from the same, to and from the nearest highway; and in the case of private lands, or rights, the owner, or other parties interested, shall, after such entry and appropriation, be entitled to compensation under the provisions of Section Seven of this Act.

6. Whenever stone, gravel, earth, sand or water is required for the construction or maintenance of the Dock, or any part thereof, any person or persons authorized by the Governor-in-Council, may enter into and upon the lands of any person or persons, company or corporation, and may lay down, use and maintain all necessary sidings, water pipes, or conduits, over and through any lands intervening between the Dock and the land on which stone, gravel, earth, sand or water is found, whatever the distance may be, and may use and take such stone, gravel, earth, sand water or water-course, spring, lake, or pond, as may be necessary for the use of said Dock; and in the case of damage to private lands or private rights, the owner or other parties interested shall be forthwith entitled to compensation under the provisions of Section Seven of this Act.

7. For the purpose of ascertaining the value of any land which may have been taken by virtue of this Act, or damage that may have been occasioned to any person whose interest in any lands or tenements, rights or privileges of any kind whatsoever, may be in any way affected under the provisions of this Act, the Government shall appoint two persons and the party interested shall appoint a third, which three persons, or any two of them, shall determine the amount of compensation, if any, to be paid to such party, according to his interest therein, and the award of any two

of them shall be final and binding; and in case such party shall neglect or refuse to appoint an arbitrator within ten days after notice in writing so to do from the said two arbitrators appointed by the Government, the said two arbitrators shall name a third arbitrator, and the award of any two of them shall be final and binding; and the said arbitrators shall be sworn before a Stipendiary Magistrate to do justice between the parties and may summon and require the attendance before them of all parties interested in the property to be appraised or in the damages to be ascertained by them, the agents of such parties respectively, and all necessary witnesses, and may require the production of all deeds and papers requisite to establish the title or interest of any party claiming compensation in manner hereinbefore mentioned, and may examine upon oath, to be administered by any one of such arbitrators, all such parties or their agents and all such witnesses touching the matters to be enquired into by such arbitrators. In estimating the value of the land taken, or damage occasioned to any person by anything done by virtue of this Act, affecting the property or rights of such person, the Arbitrators shall take into consideration any additional value or advantage which may accrue to such person by reason of the construction of the Dock, or the dredging or other works in connection therewith.

8. In the event of the death, absence from Newfoundland, disqualification, or refusal to act, of any one or more of the persons so named or appointed as arbitrators, his place shall be filled in like manner, and the person named or appointed instead of the arbitrator so dying, absent, disqualified, or refusing to act, shall have and exercise all and the like powers and authorities as are herein provided with regard to the arbitrators first named, and so on as often as required until the award is made and the reference closed.

9. The Governor in Council may appoint an engineer and such other officers as may be necessary for the purpose of carrying into effect the provisions of this Act.

10. All articles to be used in the construction and equipment of the said Dock, erections, machinery, buildings, piers, and other works in connection therewith, shall be admitted into this Colony free of duty.

11. It is understood that the words "Southern Yellow Pine" and "Oak" mentioned in the said specification, shall mean "Southern Pitch Pine and "White Oak."

12. The Act passed in the 45th year of the reign of Her present

Majesty, Chapter 3, entitled "An Act to Incorporate the Newfoundland Dock Company, Limited," is hereby repealed.

Here follow :

SCHEDULE A: Form of Debenture.

SCHEDULE B: Agreement between the Contractors and the Government.

SCHEDULE C: Specifications of the construction of the Dock :

as by reference to the original act will appear.

46 VIC., CAP. 21.

An Act for granting to the Anglo-American Telegraph Company, Limited, certain powers and privileges for the purpose of enabling them to supply their establishments at Heart's Content with water, and for other purposes.

[PASSED 21ST APRIL, 1883.]

SECTION

- 1.—General powers conferred.
- 2.—Company may take water from Southern Cove Pond; Land granted; Further powers.
- 3.—Company may trench public roads.
- 4.—Entry on private lands for surveys, &c.
- 5.—Entry and use of private lands.
- 6.—Compensation; Arbitration.
- 7.—Notice before arbitration.

SECTION

- 8.—On payment or tender, land to vest in Company.
- 9.—Waste or unauthorized use of water; Penalty.
- 10.—Penalty for certain other offences.
11. Saving clause.
- 12.—Short title.

Whereas the Anglo-American Telegraph Company, Limited, have petitioned for certain powers to be granted to them for the purpose of obtaining a supply of water at Heart's Content, Trinity Bay; and whereas it is expedient that such powers should be granted to the said company:

Be it therefore enacted by the Administrator of the Government, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. All powers and authority which it may be necessary or expedient for the said company to obtain for the purpose of procuring and maintaining a full supply of water for their establishments in Heart's Content, from the lake or pond mentioned in the next following section, are hereby conferred upon and granted to the said company.

2. The company may take all water necessary for the purpose of procuring and maintaining such supply from the lake known as Southern Cove Pond, near Heart's Content, for such supply of water, and all wild and unoccupied land over which the track of the pipes used for conveying said water supply to Heart's Content from the said lake or pond, shall pass, to the extent of twenty feet on each side of such track, shall belong of right to, and vest in the said company, subject to the reservation now contained in Crown grants in the Colony, and to all public rights of way. And the said company may, from time to time, sink such wells or shafts, and make, maintain, alter or discontinue such reservoirs, water works,

cisterns, tanks, aqueducts, drains, cuts, sluices, pipes, culverts, engines or other works, and erect such buildings upon the lands, and in, upon, or adjacent to such lake or pond authorized to be taken by them, as they shall think proper, for the purposes for which this Act is passed, and may take and use such quantity of water from the said lake or pond as may be, from time to time, necessary for the said purposes.

3. For the purpose of procuring and maintaining such water supply, the company may at all times, where necessary, break open and trench all public roads, for the purpose of laying or repairing, renewing, replacing, or altering said pipes or other works, aforesaid, or erecting, or repairing, renewing, replacing or altering hydrants or other works, aforesaid, or for other purposes connected with the said supply, and immediately such work has been completed, such public roads shall be restored by the company to their former condition, and in carrying out such works all due precaution for the safety and convenience of the public shall be used by the said company.

4. For all purposes of survey and estimating said work, the company and its servants may enter upon all private lands.

5. The said company, their servants, and all other persons employed by them, may, after compensation, paid or tendered to the owners of all such private lands as they may require for the purpose of such water supply, enter upon and use the land required for such work.

6. The amount of compensation to be paid for private lands taken by the said company under the authority of this Act, or for any damage thereto done by them, shall be ascertained and decided by arbitration at the expense of the company, either by the award in writing of one arbitrator, appointed jointly by the company and the owner of the land; or else by the award in writing of any two arbitrators, one appointed by the company and the other by such owner, with power to such arbitrators to appoint an umpire, and in case of their being unable to agree upon an umpire, or the owner of such land refusing to submit to arbitration, a judge of the Supreme Court may appoint an umpire and order reference to arbitration and all submissions to arbitration, under this Act may be made rules of court.

7. The company shall, at least ten days before proceeding to such arbitration, post upon the door of the Court House in Heart's Content a description of all private lands required for the purposes of this Act, and

such notice shall state the time and place where such arbitration is proposed to be held.

8. Upon payment or tender by the company of the amount of such award to the owner or person interested in private land so taken by the said company, such land so taken, to the extent of twelve and a half feet on each side of the main pipe, shall thereupon vest in and become the property of the company.

9. Any person using the said water supply without the consent of said company, or wasting the same wilfully, or interfering with, or interrupting, the officers or watermen employed by the said company in the exercise of any of their powers herein contained, shall be liable, on summary conviction before a justice of the peace, to a fine not exceeding fifty dollars, or, in default of payment, to three months imprisonment.

10. Every person who shall commit any of the offences next hereinafter enumerated, shall, for every such offence, forfeit to the company a sum not exceeding twenty-five dollars, that is to say:—

- (1) Every person who shall bathe in the said lake or stream, reservoir, aqueduct, or other water works, belonging to or used by the company, or wash, throw, or cause to enter therein, any dog or other animal.
- (2) Every person who shall throw any rubbish, dirt, filth, or other noisome thing into the said lake, or any other stream, reservoir, aqueduct, or other works aforesaid, or wash or cleanse therein any cloth, wool, leather, or skin of any animal, or any clothes, or any other thing.
- (3) Every person who shall cause the water of any sink, sewer, or drain, steam engine, boiler, or other filthy water belonging to him or under his control to run or be brought into the said lake, or any such stream, reservoir, aqueduct, or other water works, belonging to the company, or shall do any other act whereby the water of the company shall be fouled.

And every such person shall forfeit a further sum of five dollars for each day, (if more than one), that such last mentioned offence shall be continued.

11. Nothing in this Act shall be construed to give to the said company an exclusive right to the said lake, or to obtain water therefrom.

12. This Act may be cited for all purposes as “The Heart’s Content Water Supply Act, 1883.”

46 VIC., CAP. 5.

An Act to amend an Act passed in the Forty-sixth year of the Reign of Her present Majesty, Chapter Five, entitled "An Act to provide for the Construction of a Dry or Graving Dock and for other purposes connected therewith."

[PASSED 22ND APRIL, 1884.]

SECTION

1.—Certain monies provided by 46th Vic., Cap. 5, to be applicable to dredging part of harbor of St. John's, &c.

SECTION

2.—Substituted form of Debenture.

3.—This Act and recited Act to be read as one. Schedule.

Be it enacted by His Excellency the Administrator of the Government, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. So much of the sum of forty thousand dollars provided by the third section of an Act passed in the forty-sixth year of the reign of her present Majesty, chapter five, for the payment of compensation to persons sustaining damage by or under the operation of the said Act, as shall be unexpended at the date of the passing of this Act, or any part thereof, may be applied in dredging the harbour of St. John's near the said Dock, either for the purpose of reducing the amount of such compensation or for the general improvement of that part of the said harbor.

2. The form of debenture provided by the Schedule to this Act shall be, and the same is hereby substituted for the form of debenture provided by Schedule A. of the said Act, chapter five, passed in the forty-sixth year of the reign of Her present Majesty.

3. This Act and the said Act shall be read together as one Act.

SCHEDULE.

COLONY OF NEWFOUNDLAND.

Debenture No.

I,, Receiver General of Newfoundland, do hereby certify, that by virtue of an Act passed in the forty-sixth reign of Her Majesty Queen Victoria, chapter five, entitled "An Act to provide for the construction of a Dry or Graving Dock, and for other purposes con-

nected therewith," I have received by way of loan from
 the sum of dollars, bearing interest at the rate of four
 dollars per centum, per annum, payable half yearly, on the last days of
 June and December in each year, until and after the expiration of fifty
 years from the date hereof, when it shall be optional with the Govern-
 ment to pay off the same on giving twelve months previous notice of such
 intention.

Given under my hand at St. John's, this..... day of
, A.D. 18...

.....

Receiver General.

Countersigned,—

.....,

Colonial Secretary.

47. VIC., CAP. 6.

An Act to Incorporate the Carbonear Water Company.

[PASSED 22ND APRIL, 1884.]

SECTION

- 1.—The Honourable John Rorke and others united into a company for the purposes of this Act.
- 2.—Capital stock of the company \$30,000, in fifteen hundred shares of \$20 each.
- 3.—Capital stock may be extended to \$50,000.
- 4.—By whom certificates of stock issued by company shall be signed, amount of interest payable thereon, when and by whom paid.
- 5.—When first general meeting of stockholders to be held, and how summoned.
- 6.—When meetings may be for special purposes.
- 7.—Mode of voting at meetings of stockholders.
- 8.—Four directors shall form a quorum; mode of electing a president; statement of affairs of company to be laid before them at annual meeting.
- 9.—Shares in the stock assignable.
- 10.—Shares liable to attachment.
- 11.—Company may dig trenches in streets, &c.
- 12.—Mode of compensating parties for lands taken or damaged.
- 13.—Penalty for using water without consent of company.
- 14.—Penalty for obstructing company in the exercise of the powers vested in them by Act.
- 15.—Annual statement to be transmitted to Colonial Secretary.
- 16.—After the expiration of twenty years Government may purchase the works of the company.
- 17.—Streets through which water in pipes and mains must be conveyed.
- 18.—Directors may establish rates, &c., subject to control of the Governor.
- 19.—Owners of houses within certain limits to pay rates imposed under last section; Exempting public buildings, &c.; Proviso as to supply for manufacturing.

SECTION

- 20.—Appraisers to be appointed by Governor.
- 21.—Books of appraisement to be open to examination; Court of Revision.
- 22.—Secretary to act as collector and give bonds, &c.; Duties of collector.
- 23.—Judgments, &c., of stipendiary Magistrates in suits for recovery of rates to be final; stipendiary Magistrate may state a case for opinion of Supreme Court.
- 24.—Rate to be paid on all vessels entering port of Carbonear, and collected in same manner as light dues; Proviso.
- 25.—On payment of rates vessels entitled to water.
- 26.—Company may open drains and sewers.
- 27.—Company may compel proprietors of houses to make drains from houses to public drains.
- 28.—In default of owners making drains, company, after notice, may construct drains, &c., and recover cost from owners; mode of contribution by owners or lessees.
- 29.—Mode of recovery of cost of drains from houses constructed by the company.
- 30.—Proprietor constructing such drain to notify the company.
- 31.—Mode of service on person residing out of electoral district, &c.
- 32.—Directors and servants to have access to buildings where water delivered.
- 33.—Directors may make regulations to prevent waste, &c.; Regulations to be published.
- 34.—Cisterns, &c., supplied with water by company to be constructed so as to prevent waste, &c.; otherwise company not bound to supply water.
- 35.—Penalty for hindering, &c., directors, &c., in exercise of powers.
- 36.—Company may cut off water in certain cases.
- 37.—Houses of less value than \$28 per annum exempt from rates.

Whereas it is expedient to provide for a sufficient supply of water in the town of Carbonear by the incorporation of a company formed for that purpose upon the conditions hereinafter mentioned:

Be it therefore enacted by the Administrator of the Government, the Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. The Honourable JOHN RORKE, WILLIAM DUFF, EDGAR PENNEY, B. T. H. GOULD, ROBERT BALMER, and all such other persons as may have

associated with them for the purposes aforesaid, or may hereafter become stockholders in the said company, and their respective successors, executors, administrators and assigns, shall be, and they are hereby united into a company for the purposes aforesaid, and shall be a body corporate and politic in law, in fact and in name by the style of "The Carbonear Water Company," and by that name shall have perpetual succession and a common seal, with power to alter the same, and shall be capable in law of suing and being sued, impleading and being impleaded, in all courts and places whatsoever, and shall, and may purchase, hold, receive, and assign lands and chattels, and do all such matters and things as may be necessary for the business of the said corporation, and as to them, as such body politic and corporate, shall pertain to do.

2. The capital stock of the said company shall consist of thirty thousand dollars, being fifteen hundred shares of twenty dollars each, payable at such time as the directors of the said company for the time being may appoint, and such sum, or so much thereof as may be necessary, shall be applied to the purposes of constructing, completing, and maintaining the water, sewerage, and other works of the said company, and for carrying into effect the purposes of this Act: Provided that, if the instalments payable by any stockholder shall not be paid at the time appointed by the directors, or within ten days thereafter, the amount paid up by such defaulter shall be forfeited, and his share in the said company sold on his account at public auction for the highest price that can be had for the same.

3. If found necessary for the purposes of this Act, it shall be competent for the company, at a general meeting of the stockholders to be called in manner hereinafter directed, to extend their capital stock to the amount of fifty thousand dollars, in the whole, or of such proportion thereof as may be requisite, and such further stock shall be distributed in shares of the like amount, and be payable as before directed, and shall have the like advantages in all respects as are hereinbefore provided with respect to the stock first subscribed, but such extension shall not take place without the assent of the Governor in Council.

4. All certificates of stock issued by the said company shall be signed by the president and countersigned by the secretary of the said company, and certified by the Colonial Secretary, and the holders thereof shall, on the production thereof to the president of the said company, be entitled to receive out of the funds at the disposal of the said company interest upon the amount of such stock at the rate of four per cent. per annum, and in default of payment by the said company the said holders, up-

on production thereof at the office of the Receiver General, shall be entitled to receive from the funds of the Colony the said interest, which interest, whether paid by the company or Colony as aforesaid, shall be paid on the first day of January and July in each year.

5. As soon as the necessary amount of capital shall be subscribed, the first general meeting of stockholders shall be held at Carbonear at a time and place to be appointed by the parties named in the first section of this Act, or a majority of them, upon fourteen days' notice, in at least two newspapers, of which the *Royal Gazette* shall be one; and such meeting shall appoint seven persons, being each a proprietor of at least twenty shares, to be directors of the company for the then ensuing year, and upon the first Monday in July in each succeeding year during the existence of the company a like general meeting for the like purposes and upon the like notice shall be held at the place aforesaid.

6. The directors may at any time, of their own accord or upon the requisition of the holders of five hundred shares, call a general meeting of the stockholders for any special purpose, notice being given in manner aforesaid.

7. At all general and annual meetings the stockholders shall vote by ballot, the holders of five shares being entitled to one vote, and so on for every five shares; holders of less than five shares shall not be entitled to vote at such annual or general meetings. Rules and bye-laws may be passed for the government of the company and the management of its business, and absent shareholders may vote by agents duly constituted for such purpose by written authority; provided that such agent shall be a shareholder in the said company.

8. Of the directors to be elected as aforesaid, four shall form a quorum; they shall elect a president from among their number, and in case a vacancy shall arise on the board by the death, resignation, or absence from the Colony of any member, the remaining directors shall fill up the vacancy from amongst the stockholders, the person so appointed holding office until next annual meeting. At every annual meeting the directors shall lay before the meeting a full and unreserved statement of the affairs of the company; they shall have power to appoint such officers and at such salaries as they may consider necessary for the general management of the company's affairs and business, but such salaries shall, before being finally adopted by the company, receive the approval of the Governor in Council.

9. The shares in the stock of the company shall be assignable by indorsement, but under and subject to such rules as may be provided in that behalf; and no assignment of any share shall be valid unless the assignor shall have paid off all his liabilities actually due to the company, and until such assignment shall be entered in a book to be kept for that purpose.

10. The shares of any stockholders in the said company shall be liable to attachment and execution by the service of a warrant of attachment on the president or secretary of the company, and such service shall bind the shares of such stockholder for all beyond the amount of his liabilities actually due to the company; and upon the production of a bill of sale from the sheriff, of such shares, or upon an order of court to that effect, the directors shall register a transfer of such shares to the purchasers thereof by virtue of the provisions of this Act.

11. It shall be lawful for the said company to break, dig and trench the streets, squares, public places and lands in and near the town of Carbonear, as may be necessary, observing all proper precautions for the safety and convenience of the public; and for the purposes of this Act, from time to time, after compensation made or tendered to the owner in that behalf, to enter upon, excavate, trench, possess and hold, as the property of the company, the lands of private parties in or near the said town.

12. Should any person whose land shall have been so entered upon, excavated or taken as aforesaid, deem the amount tendered to him by the company insufficient compensation for any injury sustained by him by any act of the company, their agents or servants, or for any portion of his land, tenements, or premises appropriated or used by the company, it shall be competent for such person to appoint one arbitrator, and the said company another, and such two arbitrators shall appoint a third, and the award of any two of them, signed by them, after hearing both parties and their witnesses as to such compensation, shall be final and binding. Should either party neglect or refuse, upon being required by the other, to appoint an arbitrator within ten days after being so required, or should the two arbitrators when so appointed not agree to the appointment of a third within ten days after their appointment, it shall be lawful for the Supreme Court of this Island, or any judge thereof upon the application of either party, to appoint an arbitrator for the party refusing, omitting or neglecting to make such appointment, and the arbitrator when so appointed shall have the same power in all respects as if appointed by either party, or by the two arbitrators.

13. If any person shall in any way obtain or use the water of the

said company without the consent of its proper officers, or shall wrongfully waste the same, such offender shall forfeit a sum not exceeding forty dollars, to be recovered with costs in an action at the suit of the company in any Court of record: Provided that this section shall not extend to parties taking water from the public fountains hereinafter mentioned, nor to any use of the said water in case of a fire occurring in the said town.

14. If any person shall wilfully and maliciously put out of order, injure or destroy any pipe, fountain, hydrant, or any other work or material of the said company, such offender, on conviction, in a summary manner before any justice of the peace, shall forfeit a sum not exceeding twenty-five dollars, with costs of suit, and shall also pay upon the order of such justice a sum equal to the amount of the damage so occasioned by him; and in default of such payment shall be imprisoned for a period not exceeding three calendar months; and it shall be lawful for any person who may witness the commission of such offence to apprehend without warrant, and for any other person to assist in apprehending such offender, and to convey him before a justice to be dealt with in manner aforesaid.

15. Copies of the annual statement of the company's affairs shall be transmitted to the Colonial Secretary within twenty days after the annual meeting. The government shall have power at all times to inspect the books of the company.

16. If at any time after twenty years from the passing of this Act, it shall be deemed advisable by the Governor in Council, with the assent of the Legislature, that the water works and other property of the said company shall be transferred to and vested in the government of this Colony, it shall be lawful for the Governor to cause a written notice to be given to the said company, which shall be served upon the president, secretary, director, or manager of the said company in this Colony, which notice shall state that the government has decided upon becoming the holder of the said water works and other property, and is prepared to pay the shareholders in the said company, upon production of their certificates as aforesaid, the amount of stock they may hold in the said company as shown by the said certificates, together with four per cent. interest from the time of the last payment of interest upon the amount of such stock; and after the expiration of one year from the time of the service of such notice, and the payment or tender of payment of principal and interest to the stockholders as aforesaid, all and singular the said water works and other property of the said company shall become the property of Her Majesty, for the benefit and public use of the Colony, and shall be thenceforth held free and discharged from all claims of the said company or stockholders thereof, or

any person whomsoever, and the Governor shall draw warrants on the Receiver General of this Colony for the payment of the several stockholders in the said company, of the principal and interest as aforesaid.

17. It shall be obligatory upon the company to cause a sufficient supply of pure and wholesome water to be conveyed in pipes and mains through such streets in the said town as the Governor in Council may direct, and to erect in such places as the Governor in Council may direct, fountains for the supply of water to the poor, and to establish hydrants throughout the said town, as the Governor in Council may think necessary.

18. It shall be lawful for the directors of the said company, subject in all cases to the approval and control of the Governor in Council, from time to time, to fix and establish water rates and assessments under this Act, at such amounts as may be necessary for the purposes of this Act; all which rates and assessments shall be levied, collected, and paid in advance half-yearly: Provided always, that notice of any change in the rates of assessment aforesaid shall be given by publication in the *Royal Gazette*, and that the minute of Council confirming the same shall be laid before the Legislature at the next ensuing session.

19. As soon as the water works shall be in operation, the owners and occupiers of all houses and other buildings along which pipes shall have been laid, and within two hundred yards of any such pipes, shall pay semi-annually in advance, in manner herein provided, the rates and assessments imposed by the eighteenth section of this Act: Provided that Government buildings, churches, public school-houses, and buildings belonging to charitable bodies shall be exempt from the assessment: Provided also, that in establishing any water rate regard shall be had, not only to the rent value of the premises supplied with water, but also to the quantity of water which may be supplied, whether for trading, manufacturing, shipping, or other purposes.

20. For the purpose of ascertaining the amount of such water rates and assessments, it shall be lawful for the Governor in Council, from time to time as may be necessary, to appoint one or more appraisers, who shall be sworn before a Justice of the Peace faithfully to discharge the duties of their office; and it shall be the duty of such appraisers to appraise the ground rents of all houses and other buildings along which the pipes of the said company shall have been laid, and within two hundred yards of such pipes; also the profit rent of such houses and buildings, and also the rent value of the same, at such time and times as may be deemed necessary by the Governor in Council during the continuance of this Act; and when such appraisement shall be completed they shall deposit the book

or books of such appraisement with the Clerk of the Peace for Carbonear, or such other person as the Governor in Council may appoint for such purpose.

21. Such book or books of appraisement shall be open to the examination of all parties interested therein, and, after the expiration of fourteen days after it or they shall have been so deposited, the Stipendiary Magistrate for Carbonear shall, at certain times within fourteen days thence following, to be notified in a public newspaper in St. John's and Harbour Grace or Carbonear, hear and determine applications for the revision of such appraisement; and it shall be competent for any person therein interested, by a notice in writing to be filed in the office of the said Stipendiary Magistrate and served on the said appraisers or two of them within the fourteen days first mentioned, to object to the amount for which his property or interest therein may have been appraised, which objection the said Stipendiary Magistrate shall hear and determine, and amend or confirm the appraisement accordingly; and, after the expiration of the time fixed for such revision, the said appraisement shall be final and binding on all parties until a new appraisement and revision shall have been made.

22. The secretary of the said company shall be collector, and shall give sufficient security faithfully to discharge the duties of his office as such collector, and shall, after the completion of such appraisement, and as soon as the directors of the said company shall have ascertained the amounts which the several parties mentioned or interested therein shall be liable to pay towards the said water rates and assessments, which they are hereby authorized to do, collect from the parties respectively liable in that behalf their contributions towards such water rates or assessments; and in case any person so liable shall neglect or refuse to pay such contribution, the same may be recovered with costs in a summary manner by a suit before the Stipendiary Magistrate for Carbonear, to be brought in the name of the said company: Provided that service of process upon the agent of any absent or non-resident defendant shall be service upon the principal, and also that in any action it shall be deemed good service of process upon the defendant if the same be left at the residence of the defendant.

23. All judgments, orders or proceedings of the said stipendiary Magistrate hereafter to be made or had in any suit or action for the recovery of such water rates or assessments, or either of them, shall be final and binding upon the parties thereto; and no such suit, action, judgment, order or proceeding shall be removable by *certiorari* or otherwise: Pro-

vided that in any action for a rate or assessment above forty dollars, it shall be competent for the Stipendiary Magistrate, upon the application of either party, to be made at the hearing, to state a case for the opinion of the Supreme Court upon any question of law arising upon the trial, and the opinion of the Supreme Court shall govern the determination of the Stipendiary Magistrate.

24. There shall be paid by the masters or owners of all vessels entering the port of Carbonear a rate of five cents per ton on the register tonnage of such vessels, which rate shall be applied to the support of the company, and shall be collected and recovered in the same manner and by the like means as the light dues are now collected and recovered in the said port of Carbonear, or by summary proceedings before the Stipendiary Magistrate for Carbonear, as other assessments are herein provided to be recovered: Provided that no vessel shall be compelled to pay water rates oftener than once in one year, nor to a great amount, whatever its tonnage may be, than twenty dollars.

25. In consideration of the payment of such rates, the vessels paying the same shall be entitled to receive from the hose of the company, at any wharf, within reach from the hydrant, at which such vessel may lie, a full supply of water upon each occasion of such payment without further charge, and the master shall also be at liberty upon all other occasions to take water from any of the public fountains in the said port.

26. It shall be lawful for the said company, subject to the directions of the Governor in Council, to open and construct throughout the town of Carbonear, and the several places and streets thereof, such and so many drains and sewers as may be necessary for the efficient drainage and sewerage thereof.

27. The said water company shall be empowered to compel all proprietors of houses and buildings in the said town of Carbonear to make and construct one or more sufficient covered drains or sewers of imperishable materials, and of not less than eight inches diameter leading from such houses and buildings, or from the yard, if any, belonging to the same, to and into some public drain or sewer within the said town, or to and into some place of deposit to be approved of by the directors of the said water company.

28. Should any person or persons, being proprietor or proprietors of houses and buildings aforesaid, refuse to make and construct such covered drains communicating with the sewers as aforesaid, it shall be lawful for

the said Carbonear Water Company, their servants or contractors, after ten days' notice in writing to such party, to enter into and upon said houses and buildings, or yards, as the case may be, and thereto make and construct one or more sufficient covered drains or sewers leading to the main drains or sewers as aforesaid; and the cost and expenses of such drains connecting with the said main drains or sewers shall be paid by the said parties, who shall be liable for the same as provided for by this Act, and that the payment for the construction of the said drains or sewers in the twenty-sixth and twenty-seventh sections shall be made and contributed for in the following proportions, namely: Parties who have built on lands or are assignees, where there is a term of under seven years to run, the whole to be paid by the landlord; when the term is from seven to fourteen, one-third to be paid by the lessee or assignee, and two-thirds by the landlord; when from fourteen to twenty-one years, two-thirds by the lessee or assignee, and one-third by the landlord.

29. The cost and expenses of such drains connecting with the main sewers aforesaid, when made or constructed by the said Carbonear Water Company, shall be recoverable by an action or actions to be brought, tried and determined in a summary manner in the name of the said Carbonear Water Company, before the Stipendiary Magistrate for Carbonear, and shall, with costs to be levied upon the party so in default by warrant of distress or attachment, be applied to the cost and expenses of such connecting drains as are before mentioned.

30. Any proprietor or proprietors of any such house, building, or yard aforesaid, who shall himself make and construct any such drain or sewer as aforesaid, shall, before proceeding with the same, give two days' notice to the said Carbonear Water Company of his intention in that behalf, and such construction shall be subject to the supervision and control of the said Carbonear Water Company, in order that it may be effectual for the purpose for which it is designed, and may not in any way damage or interfere with the construction or flow of main drains.

31. When any person shall make default in the payment of any rate or assessment payable by virtue of this Act, and such person shall reside out of the electoral district of Carbonear or be absent from the Colony, and shall not have any known agent in the said district, or in the absence of such person from this Colony he shall have no known agent therein, notice of such indebtedness shall be posted on the door of the Court House at Carbonear, and served upon the person in possession of the premises for which the rate is payable, or, if no person be in possession, affixed upon some part of the said premises, and such affixing of notice

or service shall be deemed good service, and judgment may be entered by default against the person liable for such rate or assessment as if such person had been personally served with a summons; provided the Stipendiary Magistrate shall so order.

32. The directors of the said company, and every person authorized by them for that purpose, shall have free access between the hours of eleven in the morning and four in the afternoon, to all parts of every building in which water from the pipes of the said company is delivered and consumed.

33. The directors of the said company may, from time to time, with the approval of the Governor in Council, make such regulations as shall be necessary or expedient for the purpose of preventing the waste or misuse of water, and therein, amongst other things, to prescribe the size, description, strength and location of the pipes, cocks, cisterns and other apparatus to be used, which regulations shall be published in the *Royal Gazette* and one other newspaper for one month previous to coming into operation.

34. Every cistern, or other receptacle for water, and every closet, soil-pan and bath which shall be supplied with water by the company shall be so constructed and used as effectually to prevent the waste, misuse, or undue consumption of water, and the flow or return of foul air or other noisome or impure matter into the mains or pipes of the company, or into any pipes connected or communicating therewith; and the company shall not be bound to supply water into any cistern, or other receptacle, or water-closet, soil-pan or bath which shall not be so constructed.

35. If any person shall wilfully or maliciously hinder or interrupt, or cause or procure to be hindered or interrupted, the said directors, their managers, contractors, agents or servants, or any person acting under the authority of the said company, in the exercise of any of the powers in this Act authorized or contained, or in any of the regulations to be made as aforesaid, or shall do any act in violation of this Act or the said regulations, such person shall, on conviction thereof, forfeit and pay for every such offence a sum not exceeding forty dollars, to be recovered in the name of the said company in a summary manner before a Stipendiary Magistrate, and to be applied to the purposes of the company.

36. If any person supplied with water by the said company wrongfully does, or causes, or permits to be done, anything in contravention of any of the provisions of the last two preceding sections, or of the regula-

tions aforesaid, or wrongfully fails to do anything which, under either of the said last two preceding sections or the said regulations, ought to be done for the prevention of waste, misuse, undue consumption or contamination of the water of the said company, the said company may, without prejudice to any remedy against him in respect thereof, cut off any of the pipes by or through which water is supplied by the said company to him or for his use, and may cease to supply him with water so long as the cause of injury remains or is not remedied.

37. Occupiers of houses or tenements of less annual value than twenty-eight dollars a year shall be exempt from the payment of water rates.

47 VIC., CAP. 15.

An Act to repeal an Act passed in the Thirty-eight year of Her present Majesty, Chapter Twenty-One, entitled " The Methodist Incorporation and Trusts Act, 1875 " and for other purposes.

[PASSED 22ND APRIL, 1884.]

SECTION

- 1.—38 Vic., cap. 21, repealed.
- 2.—The Methodist Church incorporated.
- 3.—Certain lands, &c., vested in, 'The Methodist Church.'
- 4.—Power to hold lands, &c., in this colony.
- 5.—Acts, &c., of corporation done abroad to be binding in this colony.
- 6.—Certified copy of such acts, &c., to be evidence of act.
- 7.—President or other officer to file in Colonial Secretary's office copy of basis of union, rules, &c., of the " Methodist Church."
(S 1)—Said rules, &c., to be the constitution of " The Methodist Church " ;
(S 2)—Rules, where published.
- 8.—President or other officer to file list of office-bearers, &c.
- 9.—President or other officer to file amendments of said rules, &c., and such amendments to be *prima facie* evidence in all courts.
- 10.—President or other officer to file certified copy of constitution, &c., of Newfoundland Conference of Methodist Church, list of office-bearers, &c.

SECTION

- 11.—" The Newfoundland Conference of the Methodist Church of Canada " incorporated as " The Newfoundland Conference of the Methodist Church," and subordinate to " The Methodist Church."
- 12.—" Newfoundland Conference of Methodist Church " to have same powers of holding land, &c., as former Conference had.
- 13.—" General Conference " and " Newfoundland Conference " merged into " The Methodist Church and Newfoundland Conference of Methodist Church " respectively, after 1st July, 1884.
- 14.—All lands, &c., held for benefit of Wesleyans, &c., to vest in " The Methodist Church after July 1st, 1884.
- 15.—Newfoundland Conference may elect or appoint trustees of certain lands.
- 16.—Application of act to certain trustees of land, &c., in George Street, St. John's.
- 17.—Position of ministers, ex officio among such trustees.
- 18.—Short title of act.

Whereas by the act hereinafter to be repealed, entitled "the Methodist Incorporation and Trusts Act, 1875," "The General Conference of the Methodist Church of Canada," and also "The Newfoundland Conference of the Methodist Church of Canada," were respectively constituted bodies corporate, with powers in the said act set forth: And whereas the said "General Conference of the Methodist Church of Canada" has, after conventions and agreements, ratified by delegates duly qualified to bind the several parties, bodies corporate or associations, arrived at an agreement with "The Methodist Episcopal Church in Canada," "The Primitive Methodist Church in Canada," and "The Bible Christian Church in Canada": And whereas "The Newfoundland Conference of the Methodist Church of Canada," as subsidiary and subordinate to the said "General Conference of the Methodist Church of Canada," has applied for the incorporation by act of the Legislature of the said association or parties known as "The Methodist Church," and it is desirable that the said first mentioned act be repealed and other legislation in the premises be had:

Be it enacted by his Excellency the Administrator of the Government, Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. The act passed in the thirty-eighth year of the reign of her present Majesty, chapter twenty-one, is hereby repealed.

2. From and after the first day of July now next ensuing, the association or body of persons organized in the Dominion of Canada and known as “The Methodist Church,” shall under that corporate name, be constituted a body corporate within this Colony, and with all the privileges and liabilities of a corporation.

3. The said corporation, “The Methodist Church,” shall take and hold and possess all lands, tenements, money and property within this Colony which have been heretofore taken, held or possessed by virtue of “The Methodist Incorporation and Trusts Act, 1875,” or otherwise by “The General Conference of the Methodist Church of Canada,” or by the “The Newfoundland Conference of the Methodist Church of Canada,” or to which the said conferences, or either of them, were entitled as *cestuis que trustent*, trustees or otherwise, with the like powers and liabilities, and subject to the same trusts as those upon which the said lands, tenements, moneys and property have been heretofore held in Newfoundland for the use and benefit of churches, societies or bodies which were, before the passing of the first recited act hereby repealed, known as Wesleyan Methodist.

4. The said corporation, hereinafter known as “The Methodist Church,” shall be capable of acquiring, taking, holding and possessing lands, tenements and hereditaments, moneys and property within this Colony, by gift, devise, purchase or succession, and shall be capable of being *cestui que trust* or trustee in respect of the same, and shall have control and authority as to the establishment, management and continuance of any funds or institutions which are now or may be hereafter required for the purposes of “The Methodist Church” as if the same were the trusts referred to in the said act repealed, and shall have authority, from time to time, to make laws and regulations for the due management of such funds and institutions, not at variance with the laws of this Colony, and shall be capable of suing and being sued in any of Her Majesty’s courts of law or equity within this Colony.

5. Any appointment made, or other act done, or order, judgment or resolution of “The Methodist Church,” passed or determined at any meeting thereof, held at any place, shall be as obligatory and binding in this

Colony as if done or passed within this Colony, when certified by the common seal of the said corporation and under the hand of the president and secretary thereof, or of any persons acting in that capacity or presuming so to act.

6. A copy of any such minutes of appointment, act done, or order, judgment or resolution of "The Methodist Church," certified and signed by the president or acting president and secretary or acting secretary of "The Methodist Church," and authenticated by the common seal of the said corporation, when duly verified by a notarial certificate, certifying the signatures of the parties signing the same, and their official capacities shall be evidence of such appointment, act, order, judgment or resolution of the said corporation, "The Methodist Church," in any proceeding whatever in any court in this Colony.

7. It shall be the duty of the president or other officer of the "Methodist Church" to cause to be filed in the office of the Colonial Secretary of this Colony, within six months from the passing of this act, certified under the seal of "The Methodist Church," a copy of the basis of union, rules, regulations and discipline of "The Methodist Church," which are by this act declared to be found in the journal of a General Convention or Conference of "The Methodist Church of Canada," "The Methodist Episcopal Church in Canada," "The Primitive Methodist Church in Canada," and "The Bible-Christian Church in Canada," which general convention or conference of the said four denominations was held at Belleville, in the province of Ontario, in the Dominion of Canada, on the fifth day of September, Anno Domini 1883.

(S. 1.) The said basis of union, rules, regulations and discipline are hereby declared to be the constitution, bye-laws and other regulations upon which the said corporation, "The Methodist Church," is founded and hereby organized and certificated within this Colony.

(S. 2) The said basis of union, rules, regulations and discipline are hereby declared to be contained in two several publications, that is to say: in the Journal of the said General Conference published at the city of Toronto, in the province of Ontario aforesaid, by the Reverend William Briggs, in the year 1883, and also in the Book of Discipline published by the said Reverend William Briggs, at Toronto aforesaid, in this present year.

8. It shall be the duty of the president or other officer of "The

Methodist Church” to cause to be filed in the office of the Colonial Secretary of this island, within the time and under the like authentication as in the next preceding section set forth, a list of the office-bearers of “The Methodist Church,” and from time to time to furnish to the said Colonial Secretary a declaration of such changes as to office-bearers of “The Methodist Church” as may from time to time take place, and such communications shall be made within three months from such change, new appointments, or succession of office-bearers of “The Methodist Church,” however the same may occur.

9. It shall also be the duty of the president or other officer of “The Methodist Church” from time to time, under the authentication as hereinbefore provided, to cause to be filed in the office of the Colonial Secretary aforesaid, a copy of such amendments or additions to the basis of union, rules, regulations or discipline, hereby declared to be the constitution, bye-laws and other regulations of “The Methodist Church,” as from time to time “The Methodist Church” may decide upon, which amendments or additions shall be forwarded to the office of the said Colonial Secretary within three months from the passing of the same, and all such amendments or additions, when published in any journal of conference, or book of discipline of “The Methodist Church,” or the General Conference thereof, or a copy of any bye-law or resolution of said General Conference authenticated as hereinbefore set forth, and authenticated as aforesaid, shall be *prima facie* evidence in all courts in this Colony of the contents thereof.

10. It shall be the duty of the president or other officer of “The Newfoundland Conference of the Methodist Church” to cause to be filed in the office of the Colonial Secretary of this Colony, within six months after the passing of this act, certified under the seal of “The Newfoundland Conference of the Methodist Church,” a copy of the constitution, bye-laws or other regulations by which it is governed, or made by the said conference for its guidance or governance, and also a list of the office-bearers thereof, and from time to time forward to the said office, certified as aforesaid, such alterations or additions to such constitution or bye-laws and such changes in the said office-bearers as the said conference may, from time to time, make and decide upon, which alterations and changes shall be notified as aforesaid within three months from the time when they shall have taken place.

11. Subsidiary and subordinate to “The Methodist Church” the body of persons heretofore organized as a corporation in this Colony, under the style of “The Newfoundland Conference of the Methodist Church of

Canada," shall, on and after the first day of July now next ensuing, be known and recognized as "The Newfoundland Conference of the Methodist Church," and under the style and title of "The Newfoundland Conference of the Methodist Church," shall be organized into and constituted a body corporate within this Colony, and shall have a common seal with power to break and alter the same.

12. The said "Newfoundland Conference of the Methodist Church" shall have and possess all powers and privileges in respect of the tenure of lands and property of every description whatsoever within this Colony, which were or should have been appurtenant to the corporation heretofore known as "The Newfoundland Conference of the Methodist Church of Canada."

13. From and after the first day of July now next ensuing, the corporations heretofore known as the "General Conference of the Methodist Church of Canada," and the "Newfoundland Conference of the Methodist Church of Canada," shall cease to exist and are declared to be and are hereby respectively dissolved, but merging respectively into the "Methodist Church," and the "Newfoundland Conference of the Methodist Church;" the "General Conference of the Methodist Church of Canada" merging into "The Methodist Church;" "The Newfoundland Conference of the Methodist Church of Canada" merging into "The Newfoundland Conference of the Methodist Church. Until such first day of July, but not afterwards, the said "General Conference of the Methodist Church of Canada," and the said "Newfoundland Conference of the Methodist Church of Canada," shall have corporate existence and powers in this Colony for all purposes pertaining to the management and conduct of their affairs, or pertaining to the winding up or dissolution of the said bodies, as if this act were not passed.

14. Notwithstanding anything contained in any deed or instrument by or under which any property is held in any of the districts of this Colony or its dependencies, for the use, behoof or benefit of the religious community known as Wesleyans, Methodists, or Wesleyan Methodists, or for the use, behoof and benefit of the "General Conference of the Methodist Church of Canada," all such property shall, from and after the first day of July next, be held, and shall be construed to be held, for the use, behoof and benefit of the said corporation hereby constituted and organized as "The Methodist Church," and such property in this Colony or its dependencies shall be subject to such rules, orders, regulations and ordinances as the said corporation, "The Methodist Church," may make,

or may have already made, in reference to its property or the disposition thereof.

15. Notwithstanding anything contained in any such deed or instrument, as mentioned in the next preceding section, it shall be lawful for the said “Newfoundland Conference of the Methodist Church,” subject to its regulations, and subject as far as possible to the mode of selection prescribed by such deeds or instruments, and subject also to the discipline of “The Methodist Church,” to elect or appoint, or approve of the election or appointment of any number of trustees not exceeding twenty-one, to execute the trusts contained in any such deed or instrument; and upon the election, appointment or approval as aforesaid, of the said conference, such trustees and their successors, to be in like manner appointed, shall have all the powers and authorities, legal and equitable, that they might or could have had if they had been nominated or appointed under the said deeds or instruments.

16. The provisions of this act shall apply to certain persons named as trustees in an indenture of lease, dated the tenth day of January, Anno Domini 1873, conveying certain land and premises situate in George street, in the town of Saint John’s, upon which a Methodist church has been erected, and to the successors of such trustees, and such trustees and their successors shall be construed to hold the said land and premises as trustees for the benefit of the said corporation, “The Methodist Church.”

17. The ministers of “The Methodist Church,” and of “The Newfoundland Conference of the Methodist Church,” shall have *ex officio* among such trustees such position as may be accorded them by any of the rules, orders, resolutions or regulations, which have been made or adopted, or may hereafter be made or adopted by the said corporation, “The Methodist Church,” or by the “Newfoundland Conference of the Methodist Church,” for the government and discipline of the members of such bodies, or for the disposition of the property thereof; and such rules, orders, resolutions or regulations, shall confer upon such ministers all such powers and authorities, legal and equitable, as they might or could have had if they had been nominated and appointed upon the creation of the original trusts.

18. This act may be known and cited as “The Methodist Church Incorporation Act, 1884.”

49 VIC., CAP. 4.

An Act in aid of the Imperial Act providing for the transfer to the Dominion of Canada of the Lighthouse at Cape Race and its appurtenances, and for other purposes connected therewith.

[PASSED 19TH MAY, 1886.]

SECTION

1.—Power to Governor in Council to convey
Lighthouse at Cape Race.

SECTION

2.—After 1st of July next no dues to be collected for maintenance of light.

Whereas, with the consent of the Legislature of this Colony, a Light House was erected at Cape Race in the year One Thousand Eight Hundred and Fifty-six, and a Fog Signal and dwellings, buildings, ponds, apparatus and other appurtenances have been constructed there, and certain rights of water and other rights and certain lands have been enjoyed and held in connection with said Light House, and the cost incurred in respect of said Light House and other matters was paid by Her Majesty's Government.

And whereas, in pursuance of an Order in Council made by Her Majesty under the Merchant Shipping Act, 1855, dues have been levied in respect of said Light House, which dues have been applied, under the direction of the Board of Trade, in maintaining the Light House and its appurtenances, and in repaying the cost incurred in respect thereof;

And whereas, Her Majesty's Government have, by Order in Council, made under the said recited Act, directed that the dues leviable in respect of the said Light House shall on and after the First day of July next, cease to be levied;

And whereas, it has been agreed between Her Majesty's Government and the Government of the Dominion of Canada, that the said Light House and its appurtenances, and the maintenance thereof shall be transferred to the said Dominion of Canada;

And whereas it has been requested that the Legislature of this Colony, should enact the necessary measures for giving effect to the said arrangement.

Be it therefore enacted by the Governor, the Legislative Council and Assembly, in Legislative Session convened, as follows:—

1. Whenever it shall be made known to the Governor of this Colony that arrangements have been concluded between Her Majesty's Government and the Government of the Dominion of Canada for the transfer to the said Dominion of the said Light House, the Governor in Council shall have power to convey to the said Dominion of Canada, or to any officer or other person appointed by the Government of the Dominion, for the purposes of the said Light House, the lands, rights, privileges and appurtenances pertaining to the said Light House, or so much thereof as may be deemed necessary for effective operation and management of the same.

2. On and after the first day of July next the dues heretofore collected in respect of said Cape Race Light House, under the Act passed in the Fortieth year of the reign of Her present Majesty, entitled "An Act to make further provisions for the maintenance of Cape Race Light and Fog Whistle," shall cease to be collected.

50 VIC., CAP. 17.

An Act to enable the Harbour Grace Water Company to extend the Capital Stock of the said Company, and for other purposes.

[PASSED 18TH MAY, 1887.]

SECTION

- 1.—Increase of capital stock by \$12,000.
- 2.—Special appraisement.
- 3.—Power to lay water pipes.

SECTION

- 4.—Company to provide a sufficient supply of water.

Whereas by the provisions of the Act 26th Vic, cap. 5, incorporating the Harbour Grace Water Company, the capital stock of the said company was limited to the sum of ten thousand pounds, with permission to extend the same to the sum of twelve thousand pounds, if necessary;

And whereas the said company, under the provisions of the said Act, extended its capital stock to the full amount authorized by the said Act; and whereas by reason of the increased requirements of the said company it subsequently became necessary to extend the capital stock by a further amount of eight thousand dollars;

And whereas it has become necessary, in order that certain localities may be efficiently supplied with water, to still further increase the capital stock of the said company;

Be it enacted by the Administrator of the Government, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:

1. The Harbour Grace Water Company shall have power to increase the capital stock of the said company by the further amount of twelve thousand dollars, subject in all respects to the provisions of the said Act and the Acts in amendment thereof, and such further stock shall have the like advantages as heretofore provided with respect to the stock first subscribed.

2. It shall be lawful for the said directors, in the interval between the regular appraisements, to cause special appraisements and returns to be made of any rent, insurable interest or rent value of or in any house or building newly erected within the limits aforesaid, or then recently

supplied with service pipes, or then recently arising by expiry of lease or otherwise: Provided that in all cases of special appraisements under this section the books of appraisement shall be deposited with the Clerk of the Peace, and be open to examination and subject to objection in the manner and for the periods prescribed by section 21 of the Act passed in the twenty-seventh year of the reign of Her present Majesty, entitled "An Act for the amendment of the General Water Company Act, and also of the incorporation of the Harbour Grace Water Company," and the Court of Sessions shall be held for the revision of such appraisements, and such other notices and proceedings given and held in relation thereto, as provided in the said twenty-first section of the said Act; and upon such revision the said appraisements shall, for the purposes thereof, be final and binding until the next general appraisement; and the rents, interests and rent values so appraised shall be and become liable to the general rates and assessments then in force under the resolution of the directors next preceding any such appraisement, which rates and assessments shall be due and payable at the times and in the manner prescribed by existing enactments in respect of other rates and assessments, and the first payments shall become due on the first day of January or July next following any such appraisement and revision.

3. It shall be lawful for the said company to break, dig and trench in Harvey street, in the town of Harbour Grace, and such other streets as may be necessary for the laying down of additional water pipes, observing all due precautions for the safety and convenience of the public.

4. It shall be obligatory upon the company to cause a sufficient supply of pure and wholesome water to be conveyed in pipes and mains through Harvey street aforesaid, and to extend the said supply of water in pipes or mains throughout such other streets and within such other limits as the Governor in Council shall at any time direct.

CAP. XI.

An Act to Incorporate the Placentia Water Company.

[PASSED MAY 24TH, 1893.]

SECTION

- 1.—Certain persons incorporated as "The Placentia Water Co."
- 2.—Capital Stock \$5,000 in shares of \$20 each.
- 3.—Capital Stock may be extended to \$6,000.
- 4.—Stock certificates—how signed, and the interest thereon payable.
- 5.—At the first general meeting seven directors shall be elected.
- 6.—The directors may call general meetings.
- 7.—Respecting the voting of stockholders at general and other meetings.
- 8.—Respecting quorum and filling of vacancies amongst the directors.
- 9.—Shares assignable under certain conditions.
- 10.—Shares liable to attachment and execution.
- 11.—Penalty for use of water without Company's consent.
- 12.—Penalty for injuries to pipes, fountains, hydrants, &c.
- 13.—Statement of affairs to be annually transmitted to Colonial Secretary.
- 14.—The Government after twenty years may take over waterworks and stock.
- 15.—Company shall furnish a sufficient supply of pure water through the town as the Governor may direct.
- 16.—Directors may fix water rates.
- 17.—Owners of houses within three hundred yards of pipes shall pay rates.
- 18.—Respecting appraisers and mode of appraisalment.
- 19.—Revision of appraisalment books.
- 20.—Duties of the collector of the Company.
- 21.—Judgments of Magistrates to be final.

SECTION

- 22.—Respecting certain rates to be paid by the masters of vessels.
- 23.—Vessels paying rates should receive water from the Company.
- 24.—A certain duty shall be paid upon coal.
- 25.—Power of the Company to open streets.
- 26.—Power of Company to compel the construction of sewers or drains.
- 27.—Upon the failure to construct sewers, Company may do so and sue for cost thereof.
- 28.—Mode of procedure.
- 29.—Before proceeding with construction of sewer notice must be given to the Company.
- 30.—Respecting the recovery of rates and assessments.
- 31.—Power of directors and their servants to enter houses.
- 32.—Power to make rules and regulations.
- 33.—Respecting the constructing of cisterns.
- 34.—Penalty for obstructing directors or their servants.
- 35.—Penalty for wrongful or wasteful use of water.
- 36.—Houses less than \$25 a year exempt from rates.
- 37.—The Governor may supersede directors.
- 38.—The power of shareholders to choose directors shall cease in certain cases.
- 39.—The Governor may appoint a person to manage affairs of company in lieu of the directors.
- 40.—Publication of appointments.
- 41.—Power of Company to enter upon private or public lands.

Whereas it is expedient to provide for a sufficient supply of water in the town of Placentia, by the incorporation of a Company formed for that purpose upon the conditions hereinafter mentioned:

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. THOMAS O'REILLY, EDWARD SINNOTT, WILLIAM G. BRADSHAW JOHN MOONEY, PETER O'REILLY, THOMAS BONIA, HUGH FITZPATRICK, and all such other persons as may have associated with them for the purposes aforesaid, or may hereafter become stockholders in the said Company, and their respective successors, executors, administrators and assigns, shall be, and they are hereby united into a Company for the purposes aforesaid, and shall be a body corporate and politic in law, in fact and in name, by the style of "The Placentia Water Company," and by

that name shall have perpetual succession and a common seal, with power to alter the same, and shall be capable in law of suing and being sued, impleading and being impleaded, in all courts and places whatsoever, and shall, and may purchase, hold, receive, and assign lands and chattels, and do all such matters and things as may be necessary for the business of the said corporation, and as to them, as such body politic and corporate, shall pertain to do.

2. The capital stock of the said Company shall consist of five thousand dollars, being in two hundred and fifty shares of twenty dollars each, payable at such time as the Directors of said Company for the time being may appoint, and such sum or so much thereof as may be necessary, shall be applied to the purposes of constructing, completing and maintaining the water, sewerage and other works of the said Company, and for carrying into effect the purposes of this Act: Provided that, if the installments payable by any stockholder shall not be paid at the time appointed by the Directors or within ten days thereafter, the amount paid up by such defaulter shall be forfeited and his share in the said Company sold on his account at public auction for the highest price that can be had for the same.

3. If found necessary for the purposes of this Act, it shall be competent for the Company, at a general meeting of the stockholders to be called in manner hereinafter directed, to extend their capital stock to the amount of six thousand dollars in the whole, or of such proportion thereof as may be requisite, and such further stock shall be distributed in shares of the like amount, and be payable as before directed, and shall have the like advantages in all respects as are hereinbefore provided with respect to the stock first subscribed, but such extension shall not take place without the assent of the Governor in Council.

4. All certificates of stock issued by the said Company shall be signed by the President and countersigned by the Secretary of the said Company, and certified by the Colonial Secretary, and the holders thereof shall, on the production thereof to the President of the said Company, be entitled to receive out of the funds which shall be annually collected by the said Company under the provisions of this Act, as a first charge thereupon, before the payment of any other moneys whatsoever, interest upon the amount of such stock at the rate of four per cent. per annum, and in default of payment by the said Company, the said holders, upon production thereof at the office of the Receiver General, shall be entitled to receive from the funds of the Colony the said interest, which interest, whether paid by the Company or Colony, as aforesaid, shall be paid on the first days of January and July in each year.

5. The first general meeting of stockholders shall be held at Placentia, at a time and place to be appointed by the parties named in the first section of this Act, or a majority of them, upon fourteen days' notice, in at least two newspapers, of which the *Royal Gazette* shall be one, and such meeting shall appoint seven persons, being each a stock-holder, to be Directors of the Company for the then ensuing year, and upon the first Monday in July in each succeeding year, during the existence of the Company, a like general meeting, for the like purposes, and upon the like notice, shall be held at the place aforesaid: Provided that the parties named in the first section of this Act shall be the Directors of the Company, and exercise the same powers as if appointed by the shareholders under this Act, until the stockholders shall, at their first meeting, appoint Directors as aforesaid.

6. The Directors may at any time, of their own accord, or upon the requisition of the holders of eighty-five shares, call a general meeting of the stockholders for any special purpose, notice being given in manner as aforesaid.

7. At all general and annual meetings the stockholders shall vote by ballot, each shareholder being entitled to one vote for every share held by him. Rules and bye-laws may be passed for the government of the Company and the management of its business, and absent shareholders may vote by agents duly constituted for such purpose by written authority; provided that such agent shall be a shareholder in the said Company.

8. Of the Directors to be elected, as aforesaid, four shall form a quorum; they shall elect a President from among their number, and in case a vacancy shall arise on the Board by the death, resignation or absence from the Colony of any member, the remaining Directors shall fill up the vacancy from amongst the stockholders, the person so appointed holding office until next annual meeting. At every annual meeting the Directors shall lay before the meeting a full and unreserved statement of the affairs of the Company; they shall have power to appoint such officers and at such salaries as they may consider necessary for the general management of the Company's affairs and business, but such salaries shall, before being finally adopted by the Company, receive the approval of the Governor in Council.

9. The shares in the stock of the Company shall be assignable by endorsement, but under and subject to such rules as may be provided in that behalf; and no assignment of any share shall be valid unless the assignor shall have paid off all his liabilities actually due to the Company,

and until such assignment shall be entered in a book to be kept for that purpose.

10. The shares of any stockholder in the said Company shall be liable to attachment and execution by the service of a warrant of attachment on the President or Secretary of the Company, and such service shall bind the shares of such stockholder for all beyond the amount of his liabilities actually due to the Company; and upon the production of a bill of sale from the Sheriff of such shares, or upon an order of Court to that effect, the Directors shall register a transfer of such shares to the purchaser thereof by virtue of the provisions of this Act.

11. If any person shall in any way obtain, or use the water of the said Company without the consent of its proper officers, or shall wrongfully waste the same, such offenders shall forfeit a sum not exceeding forty dollars, to be recovered with costs in an action at the suit of the Company in any Court of Record: Provided that this section shall not extend to parties taking water from the public fountains hereinafter mentioned, nor to any use of the said water in case of a fire occurring in the said town.

12. If any person shall wilfully and maliciously put out of order, injure or destroy any pipe, fountain, hydrant or any other work or material of the said Company, such offender on conviction in a summary manner before any Justice of the Peace shall forfeit a sum not exceeding twenty-five dollars, with costs of suit, and shall also pay, upon the order of such Justice, a sum equal to the amount of the damage so occasioned by him; and, in default of such payment, shall be imprisoned for a period not exceeding three calendar months, and it shall be lawful for any person who may witness the commission of such offence to apprehend, without warrant, and for any other person to assist in apprehending such offender and to convey him before a Justice to be dealt with in manner aforesaid.

13. Copies of the annual statement of the Company's affairs shall be transmitted to the Colonial Secretary within twenty days after the annual meeting. The Government shall have power at all times to inspect the books of the said Company.

14. If at any time after twenty years from the passing of this Act, it shall be deemed advisable by the Governor in Council, with the assent of the Legislature, that the water works and other property of the said Company shall be transferred to, and vested in the Government of this

Colony, it shall be lawful for the Governor to cause a written notice to be given to the said Company, which shall be served upon the President, Secretary, Director or Manager of the said Company in this Colony, which notice shall state that the Government has decided upon becoming the holder of the said water works and other property, and is prepared to pay the shareholders in the said Company, upon production of their certificates as aforesaid, the amount of stock they may hold in the said Company as shown by the said certificates, together with four per cent. interest from the time of the last payment of interest upon the amount of such stock; and after the expiration of one year from the time of the service of such notice, and the payment or tender of payment of principal and interest to the stockholders as aforesaid, all and singular the said water works and other property of the said Company shall become the property of Her Majesty, for the benefit and public use of the Colony, and shall be thenceforth held free and discharged from all claims of the said Company or stockholders thereof, or any person whomsoever, and the Governor shall draw warrants on the Receiver General of this Colony for the payment of the several stockholders in the said Company of the principal and interest as aforesaid.

15. It shall be obligatory upon the said Company to cause a sufficient supply of pure and wholesome water to be conveyed in pipes and mains through such streets in the said town as the Governor in Council may direct; and to erect in such places as the Governor in Council may direct, fountains for the supply of water, and to establish hydrants throughout the said town, as the Governor in Council may think necessary.

16. It shall be lawful for the Directors of the said Company, subject in all cases to the approval and control of the Governor in Council, from time to time, to fix and establish water rates and assessments under this Act, at such amounts as may be necessary for the purposes of this Act; all which rates and assessments shall be levied, collected and paid in advance half yearly: Provided always, that notice of any change in the rates of assessments aforesaid shall be given by publication in the *Royal Gazette*.

17. As soon as the water works shall be in operation, the owners and occupiers of all houses and other buildings along which pipes shall have been laid and within three hundred yards of any such pipes, shall pay semi-annually in advance, in manner herein provided, the rates and assessments imposed by the sixteenth section of this Act: Provided that Government buildings, churches, public school-houses, and buildings be-

longing to charitable bodies, shall be exempt from the assessment: Provided also, that in establishing any water rate, regard shall be had, not only to the rent value of the premises supplied with water, but also to the quantity of water which may be supplied, whether for trading, manufacturing, shipping or other purposes.

18. For the purpose of ascertaining the amount of such water rates and assessments, it shall be lawful for the Governor in Council, from time to time, as may be necessary, to appoint one or more appraisers who shall be sworn before a Justice of the Peace, faithfully to discharge the duties of their office; and it shall be the duty of such appraisers to appraise the ground rents of all houses and other buildings along which the pipes of the said Company shall have been laid, and within three hundred yards of such pipes; also the profit rent of such houses and buildings, and also the rent value of the same, at such time and times as may be deemed necessary by the Governor in Council during the continuance of this Act; and when such appraisalment shall be completed, they shall deposit the book or books of such appraisalment with the Stipendiary Magistrate of Placentia.

19. Such book or books of appraisalment shall be open to the examination of all parties interested therein, and after the expiration of fourteen days after it or they shall have been so deposited, the Stipendiary Magistrate at Placentia shall, at certain times within fourteen days thence following, to be notified in a public manner, hear and determine applications for the revision of such appraisalment; and it shall be competent for any person therein interested by a notice in writing, to be filed in the office of the said Stipendiary Magistrate, and served on the said appraiser or appraisers within the fourteen days first mentioned, to object to the amount for which his property or interest therein may have been appraised, which objection the said Stipendiary Magistrate shall hear and determine, and amend or confirm the appraisalment accordingly; and after the expiration of the time fixed for such revision, the said appraisalment shall be final and binding on all parties until a new appraisalment and revision shall have been made.

20. The Collector of the said Company shall give sufficient security faithfully to discharge the duties of his office as such collector, and shall, after the completion of such appraisalment, and as soon as the Directors of the said Company shall have ascertained the amounts to which the several parties mentioned or interested therein shall be liable to pay towards the said water rates and assessments, which they are hereby auth-

orized to do, collect from the parties respectively liable in that behalf their contributions towards such water rates or assessments; and in case any person so liable shall neglect or refuse to pay such contribution, the same may be recovered with costs in a summary manner by a suit before the Stipendiary Magistrate for Placentia to be brought in the name of the said Company: Provided that service of process upon the agent of any absent or non-resident defendant shall be service upon the principal, and also that in any action it shall be deemed good service of process upon the defendant if the same be left at the residence of the defendant.

21. All judgments, orders or proceedings of the said Stipendiary Magistrate hereafter to be made or had in any suit or action for the recovery of such water rates or assessments, or either of them, shall be final and binding upon the parties thereto; and no such suit, action, judgment, order or proceeding shall be removable by *certiorari* or otherwise: Provided that in any action for a rate or assessment above forty dollars, it shall be competent for the Stipendiary Magistrate, upon the application of either party, to be made at the hearing, to state a case for the opinion of the Supreme Court upon any question of law arising upon the trial, and the opinion of the Supreme Court shall govern the determination of the Stipendiary Magistrate.

22. There shall be paid by the masters or owners of all vessels owned in Placentia or Jersey Side, entering the Port of Placentia, a rate of three and one-half cents per ton on the tonnage of such vessels, and by the master or owner of all other vessels entering the Port of Placentia, except local fishing or coasting vessels, a rate of five cents per ton on the tonnage of such vessels, which rate shall be applied to the support of the Company, and shall be collected and recovered in the same manner and by the like means as light dues are now collected and recovered in the said Port of Placentia, or by summary proceedings before the Stipendiary Magistrate for Placentia, as other assessments are herein provided to be recovered: Provided that no vessel shall be compelled to pay water rates oftener than once in one year nor to a greater amount, whatever its tonnage may be, than twenty dollars

23. In consideration of the payments of such rates, the vessels paying the same shall be entitled to receive from the hose of the Company, at any wharf, within reach from the hydrant, at which such vessels may lie, a full supply of water upon each occasion of such payment without further charge, and the master shall also be at liberty upon all other occasions to take water from any of the public fountains in the said Port.

24. There shall be raised, levied, collected and paid upon all coals

imported into the Port of Placentia, a duty of twenty-five cents per ton, the proceeds of which duty shall be appropriated by the Governor in Council to the purposes of the said Company: Provided that such duty shall be levied on no greater quantity than four hundred tons of coal imported annually into Placentia by any person or corporation for the purposes of railway operation.

25. It shall be lawful for the said Company, subject to the direction of the Governor in Council, to open and construct throughout the town of Placentia, and the several places and streets thereof, such and so many drains and sewers as may be necessary for the efficient drainage and sewerage thereof.

26. The said Water Company shall be empowered to compel all proprietors of houses and buildings in the said town of Placentia to make and construct one or more sufficient covered drains or sewers of imperishable materials, and of not less than eight inches diameter, leading from such houses and buildings or from the yard (if any) belonging to the same, to and into some public drain or sewer within the said town, or to and into some place of deposit to be approved of by the Directors of the said Water Company.

27. Should any person or persons, being proprietor or proprietors of houses and buildings aforesaid, refuse to make and construct such covered drains communicating with the sewers, as aforesaid, it shall be lawful for the said Placentia Water Company, their servants or contractors, after ten days' notice in writing to such party, to enter into and upon said houses and buildings or yards, as the case may be, and thereto make and construct one or more sufficient covered drains or sewers leading to the main drains or sewers, as aforesaid; and the cost and expenses of such drains connecting with the said main drains or sewers shall be paid by the said parties, who shall be liable for the same as provided for by this Act, and [that] the payment for the construction of the said drains or sewers in the twenty-sixth and twenty-seventh sections shall be made and contributed for in the following proportions, namely: Parties who have built on land or are assignees, where there is a term of under seven years to run, the whole to be paid by the landlord; when the term is from seven to fourteen, one-third to be paid by the lessee or assignee and two-thirds by the landlord; where from fourteen to twenty-one years, two-thirds by the lessee or assignee, and one-third by the landlord; and where the person is the freehold owner, the whole value by such owner.

28. The cost and expenses of such drains connecting with the main

sewers, aforesaid, when made or constructed by the said Placentia Water Company, shall be recoverable by an action or actions to be brought, tried and determined, in a summary manner, in the name of the said Placentia Water Company, before the Stipendiary Magistrate for Placentia, and shall, with costs to be levied upon the party so in default by warrant of distress or attachment, be applied to the cost and expenses of such connecting drains as are before mentioned.

29. Any proprietor or proprietors of any such house, building or yard, aforesaid, who shall himself make and construct any such drain or sewer, aforesaid, shall, before proceeding with the same, give two days' notice to the said Placentia Water Company of his intention in that behalf, and such construction shall be subject to the supervision and control of the said Placentia Water Company, in order that it may be effectual for the purpose for which it is designed, and may not in any way damage or interfere with the construction or flow of main drains.

30. When any person shall make default in the payment of any rate or assessment payable by virtue of this Act, and such person shall reside beyond ten miles of the town of Placentia or be absent from the Colony, and shall not have any known agent in the said district, or in the absence of such person from this Colony he shall have no known agent therein, notice of such indebtedness shall be posted on the door of the Court House at Placentia and served upon the person in possession of the premises for which the rate is payable; or if no person be in possession, affixed upon some part of the said premises and such affixing of notice or service shall be deemed good service, and judgment may be entered by default against the person liable for such rate or assessment as if such person had been personally served with a summons, provided the Stipendiary Magistrate shall so order.

31. The Directors of the said Company, and every person authorized by them for that purpose, shall have free access between the hours of eleven in the morning and four in afternoon, to all parts of every building in which water from the pipes of the said Company is delivered and consumed.

32. The Directors of the said Company may, from time to time, with the approval of the Governor in Council, make such regulations as shall be necessary or expedient for the purpose of preventing the waste or misuse of water, and therein, amongst other things to prescribe the size, description, strength and location of the pipes, cocks, cisterns and other apparatus to be used, which regulations shall be published in the *Royal*

Gazette and one other newspaper for one month previous to coming into operation.

33. Every cistern or other receptacle for water, and every closet, soil-pan and bath which shall be supplied with water by the Company, shall be so constructed and used as effectually to prevent the waste, misuse or undue consumption of water and the flow and return of foul air or other noisome or impure matters into the mains or pipes of the Company or into any pipes connected or communicating therewith; and the Company shall not be bound to supply water into any cistern or other receptacle, or water-closet, soil-pan or bath, which shall not be so constructed.

34. If any person shall wilfully or maliciously hinder or interrupt or cause or procure to be hindered or interrupted, the said Directors, their managers, contractors, agents or servants, or any person acting under the authority of the said Company, in the exercise of any of the powers in this Act authorized or contained, or in any of the regulations to be made as aforesaid, or shall do any act in violation of this Act, or the said regulations, such persons shall, on conviction thereof, forfeit and pay for every such offence a sum not exceeding forty dollars, to be recovered in the name of the said Company in a summary manner before a Stipendiary Magistrate, and to be applied to the purposes of the Company.

35. If any person supplied with water by the said Company wrongfully does, or causes, or permits to be done, anything in contravention of any of the provisions of the last two preceding sections, or of the regulations aforesaid, or wrongfully fails to do anything which under either of the said last two preceding sections or the said regulations, ought to be done for the prevention of waste, misuse, undue consumption or contamination of the water of the said Company, the said Company may, without prejudice to any remedy against him in respect thereof, cut off any of the pipes, by or through which water is supplied by the said Company to him or for his use, and may cease to supply him with water so long as the cause of injury remains, or is not remedied.

36. Occupiers of houses or tenements of less annual value than twenty-five dollars a year, shall be exempt from the payment of water rates.

37. It shall be lawful for the Governor in Council, at any time he may deem it expedient to annul and cancel the offices of the Directors appointed by the said Company, or the parties named in the first section of this Act, acting as Directors, and thenceforth to assume the direction

and management and to direct and manage the affairs and business of the said Placentia Water Company, and fix and establish rates and assessments and all matters incidental thereto, in as full and ample a manner as might have been exercised by the same Directors; and further it shall be lawful for the Governor in Council to abolish all or any of the offices which may be in connection with the said Company, and to make such appointments and at such salaries as he may consider expedient for the efficient management of the affairs of the said Company.

38. In the event of the Governor in Council, in pursuance of the power vested in him by the preceding section of this Act, cancelling and annulling the offices of the said Directors, the power vested in the shareholders to choose Directors, shall thenceforth cease and determine.

39. It shall be lawful for the Governor in Council, at any time to nominate and appoint a person or persons in substitution for the said Directors whose offices may be cancelled or annulled. The person or persons who may be appointed in pursuance of this section, shall have and exercise all the power and authority by this Act vested in the said Directors.

40. The appointments made in pursuance of the three next preceding sections of this Act shall be published in the *Royal Gazette*, and laid before the Legislature at its then next sitting.

41. The Company, their officers and servants shall have the right to enter upon any Crown lands or lands of any corporation or person whatsoever, and into all houses, tenements and erections thereon, whenever it may become necessary for the purposes of this Act, and to break up, dig and open so much and so many of the public streets or thoroughfares, or private property, or other places, as may be necessary for the laying of water pipes and sewers, and to pass and repass into, over and upon such streets, thoroughfares, lanes, tenements, buildings and erections and to convey material over and through and upon the same, and to make, construct and lay down pipes, gratings or other necessary works in and upon the same, and from time to time to remove, alter and change the same.

42. All pipes, hydrants, hose, engines and other materials necessary for the construction and maintenance of the Works of the said Company, shall be admitted into this Colony duty free.

59. VIC., CAP. XXXIX.

An Act to Incorporate a Company under the style and title of the “St. John’s Gas Light Company.”

[PASSED 4TH JULY, 1895.]

SECTION

- 1.—James Baird and others incorporated as the “St. John’s Gas Light Company”;
Powers of Company.
- 2.—Capital stock to be \$48,000 in 1,200 shares;
Increase of stock.
- 3.—Directors to be seven; Bye-laws
- 4.—Election of Directors; Annual meeting.
- 5.—Quorum; Election of President and filling
of vacancies on Board.
- 6.—Appointment of servants.
- 7.—Voting.
- 8.—Voting by proxy
- 9.—Shares to be personal estate; Assignments
to be registered.
- 10.—Shares shall be liable to attachment.
- 11.—Liability of stockholders.
- 12.—Dissolution of Company.
- 13.—Special general meetings.
- 14.—The Company may dig up streets, &c.;
Penalty.
- 15.—Company to have power to pass over prop-
erty of one person to convey gas to an-
other.

SECTION

- 16.—Location of gas works; Visitation of
Magistrates; Penalty.
- 17.—Penalty on person fraudulently using gas.
- 18.—Penalty on person wilfully injuring pipes,
&c.
- 19.—Proceedings in the case of negligent dam-
age to company’s lamps, &c.
- 20.—Recovery of penalties.
- 21.—Company may sell gas-meter.
- 22.—Company may remove meters, &c., from
houses of persons discontinuing to use
gas.
- 23.—Company shall, if requested, supply with
gas all buildings along the line of the
supply pipe.
- 24.—Security for payment.
- 25.—Incoming tenant of house not liable for
gas supplied to outgoing tenant.
- 26.—This Act to be a Public Act.
- 27.—Duration of Act.

Whereas by an Act passed in the Seventh year of the reign of Her present Majesty, certain persons therein named, with others who were or would become associated with them as stockholders, their successors, executors, administrators and assigns, were incorporated as a body corporate and politic under the style of the “St. John’s Gas Light Company,” with such powers and subject to such liabilities as are in the said Act mentioned;

And whereas the term for which the said Company was incorporated has expired, and it is expedient the said stockholders should be incorporated for a further term for the purpose of lighting the roads, streets, squares, public buildings and private houses in St. John’s, and heating the said buildings or houses with gas, and for other purposes.

Be it therefore enacted by the Governor, Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. James Baird, Edgar R. Bowring, Robert H. Prowse, James Gordon, James B. Sclater, Henry A. Bowring, and William H. Rennie, and their respective successors, executors, administrators and assigns, and all such other persons as are at present associated with them, being stock-

holders in the St. John's Gas Light Company, and all such other persons as shall hereafter become stockholders in the Company hereby established in manner hereinafter provided, and their respective successors, executors, administrators and assigns, shall be and they are hereby united into a Company for the purposes aforesaid, and shall be a body corporate and politic in law, in fact and in name, by the style and title of the "St. John's Gas Light Company," and by that name shall have perpetual succession and a common seal, with power to alter the same; and shall and may be capable in law to sue and be sued, implead and be impleaded, answer and be answered unto, in all Courts and places whatsoever, and shall and may purchase, hold, receive, enjoy, assign and convey any lands and tenements, goods and chattels, and shall and may do and execute all other things in and about the same, as may be necessary for the advantage of the said corporation; and also they, the said Company, or the major part of them, shall and may, from time to time, and at all times, have full power and authority to ordain, make and establish all such rules and bye-laws, and do and perform all such other acts, deeds, matters and things whatsoever as may be necessary for the good government of the said corporation, and as to them as such body politic and corporate shall appertain to do: Provided always, that the said lands, tenements and hereditaments to be holden by the said corporation shall not exceed in yearly value the sum of four thousand dollars; and provided also, that such rules and bye-laws shall not be in any wise inconsistent with the true intent and meaning of this Act, nor repugnant to the laws of this Colony.

2. The capital stock of the said Company shall be forty-eight thousand dollars, in twelve hundred shares of forty dollars each, and shall be appropriated to the purpose of constructing, completing and maintaining the gas-works of the said Company, and for carrying into effect the purposes of this Act, or other works for illuminating, heating or other purposes: Provided always, that whenever the business of the said Company shall be thought to require a further and additional amount of capital stock it shall and may be lawful for the said stockholders, at any general or special meeting to be called for that purpose, and of which due notice of not less than twenty days shall be first given in two of the newspapers published in this Colony, of which the *Royal Gazette* shall be one, to increase the said capital stock by the further sum of forty-eight thousand dollars, in shares of forty dollars each, and such additional stock may be made and added either in one gross amount and at one time or at two or more distinct and separate times, and in such amounts severally as shall be resolved and agreed upon at the said or at any subsequent meeting of such stockholders to be called as aforesaid: Provided further, that the stock of the St. John's Gas Light Company, the term of whose incorpor-

ation expired on the twenty-ninth day of April, A.D. 1894, shall be stock of the Company now incorporated, and all liens thereon or interests created therein shall exist and continue to exist as fully and completely and to all intents and purposes as if such expiry had not taken place.

3. The Directors shall be seven in number, being each a proprietor of ten or more shares in the said Company, and the said Directors shall make, ordain and establish such rules and bye-laws for the good conduct and management of the affairs of the said Company, and the carrying into effect the purposes of this Act, as may be deemed necessary.

4. The Directors of the said Company elected at the last meeting of stockholders shall continue in office until the first Monday in May of the year A.D. 1896, upon which date, and on the similar date in each succeeding year, a general meeting of the stockholders of the said Company shall be holden at such time and place as shall be stated in a fourteen days' notice thereof, to be published in the *Royal Gazette* and other newspapers, at which meeting the Directors for the then past year shall exhibit a full and unreserved statement of the affairs of the said corporation, and such meeting shall thereupon proceed to audit the said accounts so exhibited, to declare a dividend thereon, to elect Directors for the then ensuing year, to amend, if necessary, or to annul any rule or bye-law of the said Company, and to transact such other business as may then be brought before them.

5. Four of the Board of Directors, of whom the President or Vice-President, to be appointed as hereinafter prescribed, shall be one, shall be a quorum for the transaction of business; and, as soon after their election as may be, such Directors shall choose a President and Vice-President, and in case any vacancy shall, previously to any such annual meeting as aforesaid, arise by the death, resignation, or absence from the Colony of any member of the said Board, the remaining Directors shall be and they are hereby authorized to fill up such vacancy from among the stockholders of the said Company, and the person appointed to such vacancy shall continue in office until the time of the holding of the next annual meeting of stockholders.

6. The Directors shall have power to appoint such officers, clerks and servants as they shall think necessary for executing the business of the said corporation, and shall allow them such compensation for their respective services as may be reasonable and proper; all which, together with the expenses of all other contingencies, shall be defrayed out of the funds of the corporation; and the said Directors shall likewise exercise

such other powers and authorities for the well regulating the affairs of the said corporation as shall be prescribed by the bye-laws and regulations of the same.

7. On every occasion, when in conformity with the provisions of this Act, the votes of the stockholders are to be given, each stockholder shall be entitled to one vote for every share; and in any case where, upon any question being under the consideration of the Board of Directors, the number of votes for and against such question shall be equal, the President shall have a casting vote: Provided always, that no stockholder of the said corporation shall in any case be entitled to more than fifty votes.

8. All stockholders resident within this Colony or elsewhere may vote by proxy: Provided that such proxy be a stockholder, and do produce a sufficient authority in writing from his constituent so to act.

9. All and every the shares in the capital stock of the said Company and all profits and advantages thereof, shall be deemed and shall be personal estate, and transmissible as such according to the rules and regulations of the said Company in that behalf: Provided always that no assignment or transfer of any share shall be valid or effectual until such transfer be entered and registered in a book to be kept for that purpose; and provided also that whenever any stockholder shall transfer in manner aforesaid all his stock or shares in the said Company to any other person or persons such stockholder shall cease to be a member of the said Corporation.

10. The shares in the capital stock of the said Company shall be liable to attachment and execution in like manner as other personal property now is, and the process or warrant in such cases respectively shall be served on the President or Vice-President of the Board of Directors, and such service shall bind the shares of such stockholders to the extent of such attachment or execution; and for the purpose of ascertaining the number of shares held by any stockholder against whom any attachment or execution may have issued such President or Vice-President or any Director or officer of the said Company, may be examined in like manner as any third person having in his or her possession any moneys, goods, debts or effects of any defendant, may now be examined; and upon sale by the Sheriff of any such shares under any such execution or under execution issued upon a judgment obtained in the cause wherein the attachment shall have been made on mesne process, the clerk of the said Company shall, on production of a bill of sale from the Sheriff, transfer the number of shares by him sold under such execution to the purchaser or

purchasers thereof, and such transfer shall be valid and effectual to all intents and purposes: Provided that when the attachment shall have been made under a writ of execution, the sale by the Sheriff shall be made within thirty days after the warrant shall have been left with the President or Vice-President; and when the attachment shall have been made under mesne process, the sale shall be made within thirty days after such time as the plaintiff could have signed judgment in the cause in which such attachment on mesne process shall have issued; and provided also that the proceeds of such sale shall be subject and liable in the first instance to any debt that may be due from the said defendant to the said Corporation.

11. The holders of stock in the said Corporation shall be chargeable in their private and individual capacity for the payment of all debts due at any time from the said Corporation in proportion to the stock they respectively hold: Provided, however that in no case shall any one stockholder be liable to pay a sum exceeding the amount of stock then actually held by him: Provided, nevertheless that nothing previously herein contained shall be construed to exempt the joint stock of the said Corporation from being also liable for and chargeable with debts and engagements of the same.

12. On any dissolution of the said Corporation, immediate and effectual measures shall be taken by the Directors then in office for closing all the concerns of the said Corporation and for dividing the capital and profits thereof which may remain after the discharge of all existing debts and liabilities, among the stockholders, in proportion to their respective interests: Provided, that such stockholders shall be chargeable in their private and individual capacities for the payment and discharge of all then existing debts and liabilities of the said Corporation, in proportion to the stock they shall then respectively hold, subject, however, to the proviso mentioned in the preceding section of this Act: Provided, however, that such liability shall continue for two years only from and after the time of such dissolution.

13. Any number of stockholders not less than ten, who together shall be proprietors of one hundred shares, shall have power at any time to call a general meeting of stockholders for purposes relating to the business of the said corporation, giving at least ten days previous notice in two of the newspapers published in the Colony (of which the *Royal Gazette* shall be one), and specifying in such notice the time and place of such meeting and the objects thereof; and the board of directors, or any four of them, shall have the like power at any time, upon observing the like formalities, to call a general meeting as aforesaid.

14. It shall be lawful for the said company, and they are hereby empowered, from time to time to break up, dig and trench so much and so many of the roads, streets, lanes, squares and public places of the said town of Saint John's, commencing at the works of the said corporation or such other place as may be expedient, and running throughout the said town as may be necessary for laying or taking up the mains and pipes to conduct the gas from the works of the said corporation to the places where the same is to be consumed, or for conveying away the wastings of the said works; and also from time to time to cause such lamps, lamp-irons or lamp-posts, or other posts, to be placed, fixed, put up or erected within or upon all or any of the said roads, streets and places as they shall think proper, doing no unnecessary damage in any of the premises and taking care, as far as may be, to preserve a free and uninterrupted passage through the said roads, streets, lanes, squares and public places while such works are in progress; placing guards or fences with lamps during the night, and taking such other precautions as may be necessary for the prevention of accidents by any openings; and finishing and replacing the said roads, streets, lanes, squares and public places in as good a condition as before the commencement of the works, without any unnecessary delay: and that in case of the neglect of any of the duties herein prescribed, the said corporation shall be subject to pay a fine of twenty dollars over and above such damages as may be recovered against the said corporation in any civil action.

15. Where there are buildings within the said town, different parts whereof shall belong to different proprietors, or shall be in possession of different tenants or lessees, the said corporation shall have power to carry pipes to any part of any building so situated, passing over the property of one or more proprietors, or in possession of one or more tenants, to convey the gas to that of another, or in possession of another, and also to break up and uplift all passages which may be a common servitude to neighbouring proprietors, and to dig or cut trenches therein for the purpose of laying down pipes or taking up and repairing the same; the said corporation doing as little damage as may be in the execution of the powers granted by this Act, and making satisfaction to the owners or proprietors of buildings or other property, or to the public, for all the damage to be by them sustained in or by the execution of all or any of the said powers.

16. The said corporation shall so construct and locate their gas works, and all apparatus and appurtenances thereunto appertaining, as in no wise to endanger the public health or safety; and, for the purpose of better ensuring the due execution of the provisions of this section, all such

works, apparatus and appurtenances aforesaid, shall be subject to the visits and inspection of the Stipendiary Magistrates of the said town of St. John's; and the said corporation shall at all times obey all just and reasonable orders and directions as they shall receive from the said Magistrates for the purpose of ensuring the execution of the provisions of this section, under a penalty not exceeding twenty dollars for every such offence: Provided always, that nothing herein contained shall extend or be construed to prevent the said corporation, their officers, servants or workmen, from being prosecuted for public or private nuisance arising from the said gas works, or any apparatus or appurtenances thereof, or to prevent the effect of any judgment or sentence lawfully rendered upon any such prosecution.

17. If any person or persons shall lay, or cause to be laid, any pipe or main to communicate with any pipe or main belonging to the said corporation, or in any way obtain or use its gas without the consent of the Board of Directors or their officer appointed to grant such consent, or shall increase the supply of gas agreed for with the said corporation by increasing the number or size of the holes in the gas burners, or using the gas without burners, or otherwise wrongfully, negligently or wastefully burning the same, or by wrongfully or improperly wasting the gas, every such person shall forfeit and pay to the said corporation the sum of forty dollars for every such offence, over and above the value of the gas which may have been so wrongfully used, consumed or wasted, and the same, together with costs of suit in that behalf incurred, may be recovered in any civil action to be brought by the said corporation in any of Her Majesty's Courts of Record.

18. If any person or persons shall wilfully or maliciously break up, pull down, injure, damage, put out of order, or destroy any main, pipe, lamp iron, lamp post, or any other apparatus or appurtenance of the said corporation, or any materials used and provided for the same, or shall in any wise wilfully do any other injury or damage, for the purpose of obstructing, hindering or embarrassing the construction, completion, maintaining or repairing of the said works, or of the apparatus or appurtenances thereof, or shall wilfully extinguish the light of any such lamp as aforesaid, every such person or persons shall, on conviction therefor to be had in a summary manner before any Justice of the Peace, forfeit for every such offence any sum not exceeding twenty dollars, and shall also make full satisfaction for the damage so by them occasioned; and it shall be lawful for any person or persons who shall see the offence committed to apprehend without any warrant, and for any other persons to assist in apprehending the offender or offenders, and to convey him or them to

any constable, who is to keep him, her or them in safe custody, and with all reasonable despatch to convey him, her or them before any Justice of the Peace, in order to his, her or their conviction for such offence; and in case any such offender or offenders shall not, on conviction, pay the said forfeiture and satisfaction, such Justice is hereby required to commit such offender or offenders to the common gaol for any period not exceeding three calendar months, unless such forfeiture and satisfaction shall be sooner paid.

19. If any person or persons shall carelessly or accidentally break any of the said lamps, lamp-irons or lamp-posts, or do any other such injury or damage as hereinbefore is mentioned, and shall not upon demand make satisfaction for the injury so done, it shall and may be lawful for any Justice of the Peace upon any complaint thereof, to summon the party complained of before him, and upon hearing thereof by the parties on both sides, or on the non-appearance of the party complained of, to examine the matter of complaint and award such sum of money by way of satisfaction for such damage as such Justice shall think reasonable; and in case of neglect or refusal forthwith to pay such money, then the same and all the expenses attending the recovery thereof, may be levied by distress and sale of the defendant's goods and chattels.

20. All penalties imposed by this Act, for recovery of which no method is hereinbefore prescribed, may be sued for and recovered, together with costs of suit, by an action of debt to be brought in any of Her Majesty's courts of record, or in a summary manner before any two or more of Her Majesty's Justices of the Peace, and by distress and sale of the offender's goods and chattels; and no conviction which may be had under this Act shall be quashed for want of form, provided sufficient appear on the face thereof to warrant such conviction.

21. The company may sell and dispose of gas meters and gas fittings of every description for the use of private and public buildings, or for any establishment, company or corporation whatsoever, as well as coke, coal tar and all and every the products of the works, refuse or residuum, arising or to be obtained from the materials used in or necessary for the manufacture of gas; and the company may let out to hire gas meters and gas fittings of every kind and description at such rate and rents as may be agreed upon between the consumers or tenants and the company.

22. Where a consumer discontinues the use of the gas or the company lawfully refuses to continue any longer to supply the same, the offic-

ers and servants of the company may at all reasonable times enter the premises in or upon which such consumer was supplied with gas, or other means of lighting or heat, for the purpose of removing therefrom any fittings, machines, apparatus, meters, pipes or other things, being the property of the company in or upon such premises, and may remove the same therefrom doing no unnecessary damage.

23. It shall be the duty of the Company to supply with gas all buildings within the municipality situate upon land lying along the line of any supply pipe of the Company upon the same being requested by the owner, occupant or other person in charge of any such building.

24. The Company before supplying gas to any building, or as a condition to its continuing to supply the same, may require any consumer to give reasonable security for the payment of the proper charges of the Company therefor or for carrying the gas into such building.

25. In case any consumer leave the premises where gas was supplied to him without paying the Gas Company the rate or meter rent due from him, the Gas Company shall not require from the next tenant of the premises payment of the arrears so left unpaid unless the incoming tenant agreed with the defaulting consumer to pay the arrears; but the Gas Company shall, notwithstanding any such arrears, in the absence of collusion between the outgoing and incoming tenant supply gas to the incoming tenant as required by this Act on being required by him so to do.

26. This Act shall be deemed and taken to be a public Act and shall be judicially taken notice of, and have the effect of a public Act without being specially pleaded.

27. This Act shall be deemed to have come into force on the 29th day of April, A.D. 1894, upon the expiration of the Act 7 Vic., Cap. 12, and shall continue and be in force for the period of fifty years from such date and no longer. All actions, deeds, matters and things performed by the said Company or its Directors, from the expiration of the said Act to the date of the coming into force of the present Act, are hereby declared to be legal and valid, and the said Company and the Directors thereof are hereby indemnified therefor: Provided that such actions, deeds, matters and things would have been legal and valid if such expiry had not taken place.

60 VIC., CAP. 20.

An Act to Incorporate the St. John's Street Railway Company and for other purposes.

[PASSED 4TH AUG., 1896.]

SECTION

- 1.—R. G. Reid and others are incorporated as "The Saint John's Street Railway Company."
- 2.—Capital of Company.
- 3.—Head office.
- 4.—Provisional Directors.
- 5.—When \$20,000 have been subscribed and 20 per cent. paid thereon, a Board of Directors shall be elected.
- 6.—Election of Directors and President; Date election.
- 7.—When \$20,000 subscribed and 20 per cent. paid thereon, company to commence operations.
- 8.—The Company to construct a street railway, to be operated by the power of electricity or other power.
- 9.—Company may dispose of surplus electricity.
- 10.—Company may acquire lands for park.
- 11.—Directors may make bye-laws for the management of the Company, etc.; Fares.
- 12.—Stock to be personal estate.
- 13.—Capital of Company may be increased.
- 14.—The Directors may issue bonds or debentures;
The Company may secure same by mortgage deed;
Bonds and debentures to be preferential claim in the Company;
Upon default by Company, the holders of bonds, etc., to have privileges of shareholders; bonds may be made payable to bearer;
Amount of issue
- 15.—The Company may cross any line of railway.
- 16.—The Company to have all rights necessary for the use of electric power to operate cars.
- 17.—The Company to conform to street grades
- 18.—The Government or Council may alter grade of street, etc.
- 19.—Cars at intersecting streets.
- 20.—Stoppage of cars.
- 21.—Entering cars.

SECTION

- 22.—Conductors to announce names of streets.
- 23.—Signal lights.
- 24.—Sounding of gong.
- 25.—Numbering of cars.
- 26.—Passenger cars.
- 27.—Railway track to conform with grade of street; Use of track by other vehicles.
- 28.—Company's cars to have right of way.
- 29.—Franchise of Company.
- 30.—Speed of railway.
- 31.—Liability of Company to Municipal Council.
- 32.—The Company to construct portion of railway within two years.
- 33.—One set of cars to be run daily.
- 34.—Damages to municipal property to be made good.
- 35.—Streets to be made passable after alteration in grades.
- 36.—Entrance to sewers.
- 37.—In case of default, Council to perform work and recover cost thereof.
- 38.—Electric poles to be removed when required.
- 39.—Tracks to be cleared in case of fire.
- 40.—Cars to stop before horses of Fire Department.
- 41.—Firemen and policemen to be carried free.
- 42.—Company may remove snow.
- 43.—Company to file with Council plans of work.
- 44.—Municipality to have first lien on property of Company.
- 45.—Municipality may alter grades of streets, etc.
- 46.—Municipality may remove track in certain cases.
- 47.—Company may use sleighs.
- 48.—Fares to be paid upon entering cars; penalty.
- 49.—Beyond the city limits Company may enter upon lands necessary for the purposes of the railway.
- 50.—Compensation to be awarded in such cases to be decided by arbitration.
- 51.—Definition of term "city limits."
- 52.—This Act to be Public Act;
Short title.

Whereas ROBERT GILLESPIE REID, WILLIAM DUFF REID, HENRY DUFF REID, and ROBERT GILLESPIE REID, jr., have, by their petition, prayed for an Act of Incorporation under the name of "The St. John's Street Railway Company," for the purpose of constructing and operating a Street Railway in the town of St. John's, and the country adjacent thereto, and for other purposes connected therewith:

And whereas it is expedient to grant the prayer of the petitioners:

Be it therefore enacted by the Governor, Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The said Robert Gillespie Reid, William Duff Reid, Henry Duff Reid and Robert Gillespie Reid, jr., and such other persons as shall hereafter become shareholders of the said Company, are hereby constituted a body corporate and politic under the name of "The St. John's Street Railway Company."

2. The capital of the company shall be fifty thousand dollars, in shares of one hundred dollars each, but the capital stock may be increased by the shareholders as hereinafter provided.

3. The head office of the said Company shall be situate in the town of St. John's.

4. The said Robert Gillespie Reid, William Duff Reid, Henry Duff Reid and Robert Gillespie Reid, jr., shall be Provisional Directors of the said Company to open subscriptions for stock, and to organize the said Company, and shall hold office until the election of Directors as hereinafter provided.

5. So soon as twenty thousand dollars of the capital stock has been subscribed, and twenty per centum thereon paid up, the shareholders shall proceed to the election of a Board of Directors for the said Company, and the Provisional Directors, or a majority of them, shall call a meeting of the shareholders for that purpose, first giving two weeks notice thereof by advertisement in the *Royal Gazette* and one other newspaper published in Newfoundland.

6. The Board of Directors shall consist of five shareholders, each of whom shall be a shareholder of not less than five shares. The election of Directors and the decision of other questions at such or any meeting shall be by ballot by a plurality of the votes of the shareholders present in person or represented by written proxies, each share to have one vote. The Directors so and thereafter chosen shall immediately elect one of their own number to be President, and another to be Vice-President; which President, Vice-President and Directors shall continue in office for one year, and until others shall be chosen to fill their places; and if any vacancy shall at any time happen by death, resignation, or otherwise, during the said or any year in the office of the President, Vice-President or Directors, the remainder of said Directors shall supply such vacancy for the remainder of the year, and, after the first election, such Directors shall

be chosen at a meeting to be held on the first Tuesday of August in each year at the office of the Company; but if the election of Directors be not made on the day appointed by this Act, the Company shall not for that reason be dissolved, but the shareholders may hold the election on any other day in the manner provided for by any bye-law passed for that purpose, or, in the event of there being no bye-law in that behalf, then at any special meeting, to be called by the President or Vice-President, of the shareholders for that purpose, and all the acts of Directors until their successors are elected shall be valid and binding upon the Company.

7. So soon as stock to the amount aforesaid shall have been subscribed, and twenty per cent, thereof paid up, the Company may commence operations and exercise the powers hereby granted.

8. The Company are hereby authorized and empowered to construct, maintain and operate a double or single iron or steel railway, with the necessary side-tracks and turn-outs for the passage of motors, cars and other vehicles adapted to the same, upon and along the streets and highways of the town of St. John's and of any of the country adjacent thereto and within twenty miles of the boundary of the said town, to occupy the same for such purposes in pursuance hereof, and to take, transport and carry passengers, freight, express and mail matter upon the same by the force or power of electricity or steam, in the form of a stationary engine or engines working a system of cables, or by animals, or other motive power; and the said Company may purchase, lease, hold or acquire any real or personal property necessary for carrying on the operations of the Company, and may construct and maintain all necessary power-houses, works, buildings, appliances and conveniences connected therewith: Provided, that in any street within the city limits of less width than forty feet, or in any public cove, the said Company shall have the right to construct, maintain and operate a single track railway only, and that no track shall be laid in any street which is of less width than twenty-seven feet six inches: Provided also, that on the streets beyond the city limits, the track shall be laid as near as possible to one side of the street.

9. The said Company shall have power, in the event of their operating the said railway by means of electricity, to sell and dispose of any surplus electricity which they may produce to any corporation or persons for power, light or heating purposes; and they shall have all the powers of a company formed for the purpose of supplying light, heat and power by means of electricity, and they shall have the right to erect poles and wires in and through the streets of the said town and country adjacent thereto, for the purpose of distributing the electricity produced by them

at any power-house or power-houses for the use of the said railway or otherwise as aforesaid.

10. The said Company shall also have power to acquire lands for the purposes of a park or parks, and to lay out the same and erect buildings thereon, and to charge an admission fee to any person desiring to enter such parks or such buildings, and from time to time to lease or sell such parks or buildings, subject to existing laws and such legislation as may be enacted from time to time for the government and regulation of such parks and buildings, and from time to time to sell such parks and acquire others: Provided, that the Company shall not possess more than one hundred acres for such park purposes at any one time.

11. The Directors shall have full power to make all bye-laws for the management of the Company, the allotment, management and disposition of its stock, debentures, bonds, property and effects, and of its affairs and business, the making and collection of calls on its stocks, the forfeiture thereof for non-payment, the entering into agreements and contracts with any corporation, municipality or person, the declaration and payment of dividends out of the profits of the Company, the form of issuing stock certificates and the transfer of shares, the calling of special and general meetings of the Company, the appointment, removal and remuneration of all officers, clerks, workmen and servants of the Company, the fares to be received from passengers and the tariff of rates for the transportation of freight, express and mail matter over the railway or any part thereof, the intervals of time between the running of each car, the time within which each day the cars shall be run, the speed of running the cars, and in general to do all things that may be necessary for carrying out the objects of the Company, and for the exercise of any powers incident thereto: Provided—

- (1) The Company shall not be entitled to charge any rate exceeding five cents for the conveyance of a passenger from one point to another (either going or returning) within the city limits. A passenger, on paying his fare, shall, within the city limits, be entitled to a transfer, without further charge from any of the Company's cars to another, at a point where routes connect or intersect so as to enable such passenger to make one continuous trip from one point to another. This subsection shall apply only to fares within the city limits.
- (2) Beyond the city limits, the fare shall not exceed five cents for the first three miles and under, and three cents per mile in addition for any distance over the said three miles.

12. The stock of the said Company shall be deemed personal estate, and shall be transferable in such way as the Directors shall, by bye-law, direct, and the Directors of the said Company may refuse to allow and transfer to be made of stock in the said Company which is not fully paid up.

13. The Directors of the said Company may, from time to time, increase the capital of the said Company for such amount or amounts as occasion may require: Provided always, that the consent of two-thirds of the value of the shareholders of the Company present in person or represented by proxy, shall be first had and obtained at a special meeting to be called and held for the purpose aforesaid.

14. (1) The Directors of the Company, under the authority of the shareholders to them given at any special general meeting called for the purpose, at which meeting shareholders who represent at least two-thirds in value of the subscribed stock of the Company and who have paid all calls due thereon, are present in person or represented by proxy, may issue bonds, debentures or other securities, signed by the President or Vice-President, and countersigned by the Secretary, (which signature and counter-signature may be engraved in case of coupons attached to any such bonds or debentures), and such bonds, debentures, or other security may be made payable at such time and in such manner and at such places in Newfoundland or elsewhere, and may bear such rate of interest and may be made payable in such currency as the Directors think proper.

(a) The Directors may issue and sell or pledge all or any of the said bonds, debentures or other securities at the best price and on the best terms and conditions which at the time they may be able to obtain, for the purpose of raising money for prosecuting the said undertaking;

(b) No such bond, debenture or other security shall be for less than one hundred dollars;

(c) The power of issuing bonds conferred upon the Company hereby shall not be construed as being exhausted by such issue, but such power may be exercised from time to time upon the bonds constituting such issue being withdrawn or paid off and duly cancelled.

(2) The Company may secure such bonds, debentures or other

securities by a mortgage deed creating such lien, charge and incumbrance upon the whole of such property, assets, rents and revenues of the Company, present or future or both, as are described in the said deed; but such rents and revenues shall be subject in the first instance to the payment of the working expenses of the undertaking:

- (a) By the said deed the Company may grant to the holders of such bonds, debentures or other securities, or the trustees named in such deed, all and every the powers, rights and franchises granted by this Act in respect of the said bonds, debentures or other securities, and all powers, rights and remedies not inconsistent with this Act, or may restrict the said holder in the exercise of any power, privilege or franchise granted by this Act, as the case may be; and all powers, rights and remedies so provided for in such mortgage deed shall be valid and binding, and available to the said holders in manner and form as therein provided.
- (3) The bonds, debentures, or other securities hereby authorized to be issued, shall, subject to the lien provided by section 44 of this Act, be taken and considered to be a first or preferential claim and charge upon the Company, and upon the privileges acquired under this Act or otherwise, and upon the undertaking, tolls and income, rents and revenues, and real and personal property thereof at any time acquired.
- (a) Each holder of the said bonds, debentures, or other securities, shall be deemed to be a mortgagee or encumbrancer upon the said securities *pro rata* with all the holders of any such bonds, debentures, or other securities, and no proceedings authorized by law or by this Act shall be taken to enforce payment of the said bonds, debentures, or other securities, or of the interest thereon, except through the trustee or trustees appointed by or under such mortgage deed.
- (4) If the Company make default in paying the principal of or interest on any of the bonds, debentures, or other securities hereby authorized, at the time when the same, by the terms of the bond, debenture or other security, becomes due and payable, then at the next annual general meeting of the Company, and at all subsequent meetings, all holders of bonds, debentures, or other securities, so being and remaining in default shall, in respect thereof, have and possess the

same rights and privileges and qualifications for being elected Directors and for voting at general meetings as would attach to them as shareholders if they held fully paid-up shares of the Company to the corresponding amount.

- (a) The rights given by this sub-section shall not be exercised by any such holder unless it is so provided by the mortgage deed, nor unless the bond, debenture, or other security in respect of which he claims to exercise such rights has been registered in his name, in the same manner as the shares of the Company may be registered in the Company's books, at least ten days before he attempts to exercise the right of voting thereon, and the Company shall be bound on demand to register such bonds, debentures, or other securities, and thereafter any transfers thereof, in the same manner as shares or transfers of shares.
- (b) The exercise of the rights given by this sub-section shall not take away, limit, or restrain any other of the rights or remedies to which the holders of such bonds, debentures, or other securities are entitled under the provisions of such mortgage deed.
- (5) All bonds, debentures, or other securities hereby authorized may be made payable to bearer, and shall in that case be transferable by delivery, until registration thereof as hereinbefore provided, and while so registered they shall be transferable by written transfers, registered in the same manner as in the case of the transfer of shares.
- (6) The issue of bonds, debentures, or other securities by this Act authorized, shall not exceed the sum of twenty-five thousand dollars for each mile of street railway track, constructed or under contract for construction; such mileage to be computed by measurement of direct length of the road or street occupied by a single or double track.

15. The Company may, when and where necessary, cross on the level with its line of railway any other line of railway now built or hereafter to be built in this Colony, and in the event of any difference arising between the said Company and the proprietor of any such railway to be so crossed, such difference shall be determined by the Government Engineer of this Colony, or by an engineer specially appointed by the Governor in Council for that purpose.

16. "The St. John's Street Railway Company" are hereby granted all licenses, rights and privileges necessary for the proper and efficient use of electric or other power to operate cars in the said streets and highways in the manner successfully in use elsewhere, including the right to open said streets and highways for the purpose of inserting and maintaining, and to insert and maintain, poles for supporting the wires conveying electric or other power: Provided that it shall be the duty of the said Company, at its own expense, to keep the portions of the said streets and highways traversed by the track of the said Railway, between the rails thereof, and for two feet on each side of its track, in a state of repair equal to other parts of the said street.

17. The Company, in the construction of the said railway tracks, shall conform to the grades of the various streets through which the said tracks will run.

18. The Government, Municipal Council or other body, having the control and management of the said streets and highways over which the said railway shall be operated, shall have the right to take possession of and use any of the streets traversed by the rails of the said Company, or any section thereof, that may be required either for the purpose of altering the grade thereof, or for constructing or repairing drains or for laying down or repairing water or other pipes, or for other purposes within the province and privileges of the said Government, Municipal Council or other body, without the Company being entitled to claim any compensation or damage therefor; the tracks in such cases to be relaid by and at the expense of the Government, Municipal Council or other body, as aforesaid.

19. The cars shall not stop in front of any intersecting street, except to avoid collisions or accidents.

20. No car shall stop on the street longer than is necessary to allow passengers to leave or enter the same with all possible despatch.

21. No person shall enter or leave the cars unless such cars be at full stop.

22. The conductors and transfer agents shall announce to the passengers the names of the streets as the cars reach them.

23. After sunset the cars shall be provided with signal lights, which shall be conspicuously placed in front and rear of the cars.

24. Each car shall be supplied with a gong, which shall be sounded by the driver when the car approaches to within fifty feet of each street crossing, and Cullen's block, and that narrow portion of Water Street near Radford's property, provided that upon any other street within the city limits, except Water street, where the Company shall have laid its track, the said Municipal Council may by resolution conveyed through its Secretary to the said Company, require the Company to sound its gong at a distance of fifty feet from such point or places as may be by them considered dangerous to the public; the gong to be kept sounding until each of such dangerous points or places is passed.

25. Each car or other vehicle used by the Company shall be numbered on the outside.

26. Passenger cars shall be used exclusively for the conveyance of passengers; and the route through which each car has to run shall be conspicuously marked on the outside of such car.

27. The rails of the railway shall be laid flush with the streets and highways, and the railway track when on the graded part of the road shall conform with the grades of the same, so as to offer the least possible impediment to the ordinary traffic upon the said streets and highways; and all ordinary vehicles shall be permitted to use and travel in the said tracks, provided they do not interfere with the running of the motors, cars or sleighs of the Company. In all cases all other vehicles on the track shall immediately give place to the motors, cars or sleighs of the Company by turning off the track.

28. The cars and carriages of the Company while in operation on the said railways or any of them, shall have the right to use the said railways as against all other vehicles whatsoever, and all other such vehicles using the said railways, whether meeting or proceeding in the same direction as the cars or carriages, shall turn out of the said track of the railways, and permit the said cars or carriages to pass, and shall in no case under any pretence whatever obstruct or hinder the passage thereof and the free use of the railways by the said cars and carriages of the Company.

29. For the establishment and operation of the said railway, the said Company is hereby granted an exclusive franchise on all streets and highways within the city limits, for a period of fifty years from the date of the passing of this Act: Provided that the said Municipal Council or other municipal body having charge of the municipal affairs of the town of St. John's may, after the lapse of fifty years from the date of this

charter, purchase the said railway and other rights of the said Company as a going concern, upon giving to the said Company twelve months notice of their intention so to do; and in case the said municipality shall decide to exercise the right reserved by this section, the value of the said railway and rights of the said Company shall be appraised by three experienced arbitrators, one to be appointed by the said Company, one by the said Municipal Council, and the third by the said two so appointed; and in the event of the said two arbitrators not agreeing upon a third, then such third arbitrator shall, upon the application of either party within one month after due notice, be appointed by the Supreme Court, and the award of any two such arbitrators shall be final and binding between the parties; and provided that in case the said Municipal Council shall not, after the lapse of the said period of fifty years, exercise the rights of pre-emption hereunder, the rights and privileges hereby granted shall continue until the said Municipal Council shall exercise the said right of pre-emption.

30. The speed of the said railway shall not exceed eight miles per hour at any point within the city limits. The speed of the said railway in turning corners within the city limits, and (until the street in these localities shall be widened to a width of fifty feet) in approaching either way and crossing Cullen's Block and that narrow portion of Water Street near Radford's property, shall not exceed four miles per hour.

31. (1) The Company shall be liable for sewerage and water rates on all lands and buildings owned by it within the municipality; but otherwise the Company shall be exempt from taxation, except as provided for in this section;

(2) The Company shall pay to the Municipal Council, on the thirty-first day of December in each and every year, the sum of five hundred dollars as a license fee for the franchises and privileges conferred by this Act;

(3) The Company shall pay to the Municipal Council annually, in the month of January, a sum equal to two per cent. of the gross tolls, fares and receipts collected by it during the previous year up to the thirty-first day of December, from the operation of its said railway;

(4) For the purpose of carrying out the preceding sub-section, the Company shall render annually to the Council, in the month of January in each year, a statement showing the said gross tolls, fares and receipts of the Company up to thirty-first

December preceding, verified by the affidavit of the Manager, Superintendent, Secretary or other principal officer of the Company; and, if the Council should challenge the correctness of the said statement, they shall have the right of inspection and examination of the Company's book of income-account, or other data, respecting the same, kept by the Company.

32. The Company shall, within two years from the commencement of this Act, construct a double or single railway on Water Street from a point near the Newfoundland Railway Depot to the Cross Roads at Riverhead: Provided, that in case the said Company shall not have so constructed and operated the said railway from the said Depot to the said Cross Roads at Riverhead within the period mentioned in this section, all the rights, powers, privileges and advantages, granted to the said Company by this Act, shall cease and determine.

33. Weather permitting, the Company shall run at least one set of cars or sleighs each way daily over the said railway, when so completed and in operation (Sunday excepted).

34. For all losses, damages or injuries caused by the Company, its officers, agents, servants or contractors, in building, operating or maintaining works contemplated hereunder, to the property of the municipality, the said Company shall be liable to make good the same, or, in default thereof, the Company may be sued as for an ordinary tort in any court of competent jurisdiction in Newfoundland, and the amount of such damage, together with costs, recovered against the said corporation in any such suit.

35. Alterations in street crossings, or in the grades of streets, shall be remedied, and the streets made passable by the said Company, subject to inspection by and approval of the Municipal Engineer.

36. Where the track of the said Company is laid over man-holes or by man-holes, suitable entrances shall be provided to the sewers by said Company, subject to inspection by and approval of the Municipal Engineer.

37. Whenever the Company fails to comply with the requirements of sections 16, 35, 36 and 42, then the Council may undertake the work and carry out the said requirements, and recover the costs of the same upon a count for work done and materials supplied in an ordinary action of debt against the said Company.

38. The electric poles used by the railway of the said Company within the Municipal limits may be removed from one point to another at the request in writing of the Municipal Engineer, and at the expense of the Company, upon reasonable and sufficient cause being shown by the said Council for such removal.

39. When an alarm of fire is given the tracks of the Company shall be cleared as quickly as possible of the cars or sleighs of the Company in the vicinity of the said fire, or along the street where fire engines or appliances shall be passing.

40. On the occasion of an outbreak of fire, the cars of the Company on meeting the horses of the Fire Department, shall stop, in order to permit the said horses to pass without interruption.

41. Firemen, policemen on duty at all times, and reserve men, when an alarm of fire has been given, shall be carried free over the line, upon showing a badge from the Superintendent of Fire or Police Department.

42. The Company may remove snow and ice from its tracks or any portion of them, so as to enable it to operate its cars: Provided, however, that in case such snow or ice shall be removed from its track or disturbed or thrown out by the plough, leveller, or tools of the Company, it shall be the duty of the Company within forty-eight hours to level the said snow or ice on each side of the track to a uniform depth, to be determined by the engineer of the Council, and so as not to impede the ordinary traffic of the streets. On November first of each year the Company shall deposit with the Secretary of the Municipal Council the sum of five hundred dollars, lawful money of Newfoundland, to be used by the said Council to carry out the provisions of this section, in case the said Company fails to do so; said sum to be refunded to said Company, if not required, on the first day of May, and at no time between November and May shall said sum be less than five hundred dollars.

43. For the protection and security of the property of the Municipal Council, the Company shall, from time to time, file with the said Council plans, profiles and specifications of its proposed work, showing the streets over which it proposes to construct its Railway, at least fifteen days before the commencement of any work within the city limits.

44. The said Municipality shall have a first lien upon the property of the said Company for the amounts due or owing under section 31 here-

of; and from the date on which the Municipality may recover judgment for any damages sustained by it under the works and services contemplated by this Act, the said Municipality shall have a first lien for the amount of such judgment.

45. The Municipality shall have the right to take up and replace the streets traversed by the railway line for the purpose of altering the grades thereof, constructing or repairing pavements, drains, street-beds, sewer-drains, conduits, tunnels, pipes, or for laying down or repairing pipes, and for all other purposes within the powers of the Municipality, without being liable for any compensation or damage that may be occasioned to the working of the railway, or any works connected therewith. The Municipality may, without restriction from the Company, make or order any required excavations through or under or alongside any of the tracks of the Company, and the Municipality shall take all necessary steps to secure and uphold the tracks, and shall perform all such work with due care and caution, so as to interfere as little as possible with the running of the Company's cars.

46. If the Company fails to operate a track, laid down upon any streets, street, or portion of a street, for the space of six months, the Municipality may, with its workmen, tear up and remove such portion of such track from such streets, street, or portion of street.

47. The Company may substitute sleighs for motors or cars during any of the winter months upon the route or any of the routes of the said railway.

48. The fares shall be due and payable by every passenger on entering the car or sleigh, and any person refusing to pay the fare when demanded by the conductor or driver may be put off the car or sleigh by such conductor or driver, and in case he refuses upon request to quit the car or sleigh he shall be liable to a fine of not less than one dollar nor more than twenty dollars, recoverable upon summary complaint and conviction before any Justice of the Peace, and upon default being made in paying such fine and costs, he shall be liable to imprisonment for not more than thirty days.

49. Where, beyond the city limits, the Company find it necessary, for the efficient construction, maintenance and operation of the said railway, or for any purpose connected with the working of the same, to diverge from the said street or highway, the Company may, with the sanction of the Governor in Council, enter upon, assume possession of, and

appropriate for the purposes of the said railway, any lands belonging to any persons or corporations, that may be necessary for the opening, construction, maintenance or operation of the said railway, or for the erection of any buildings requisite for maintaining or operating the same, and may enter upon and remove therefrom any houses or buildings and other obstructions which may be upon such land.

50. For the purpose of ascertaining the damage that may be occasioned to any person or corporation whose interest in any lands or tenements may be in any way affected under the preceding section of this Act, the said Company shall appoint one arbitrator, the person interested in the said land shall appoint another, and the two arbitrators so appointed shall appoint a third arbitrator or umpire; and in the event of the person so interested in the land failing to so appoint an arbitrator after seven clear days' notice so to do, then the said Company may apply to the Supreme Court or a Judge thereof, who shall, after due notice to the said person interested in the land, appoint such arbitrator, and the arbitrators, so appointed by the said Company and the Court or Judge, shall thereupon appoint a third arbitrator or umpire; and in the event of the last-mentioned arbitrators failing to appoint a third arbitrator after seven clear days' notice from the Company so to do, the Supreme Court or a Judge thereof shall, on the application of the Company, appoint such third arbitrator or umpire; and the award of the said arbitrators, or any two of them, shall be final and binding between the parties.

51. The words "city limits" in this Act shall mean, and be construed to mean, the municipal boundaries of the town of St. John's as at present defined, or such other boundaries thereof as shall hereafter be further extended and defined by or under any acts of the Legislature respecting the Municipal Council of the said town.

52. This Act shall be deemed a public Act, and may be cited as the "St. John's Street Railway Charter, 1896."

60 VIC., CAP. 11.

An Act to amend the Acts relating to the Harbor Grace Water Company.

[PASSED 12TH MAY, 1897.]

SECTION

- 1.—A tax of five cents to be levied on vessels entering Harbor Grace.
- 2.—Tax to be paid by master; Proviso.

SECTION

- 3.—Taxes to be paid to the Water Co.
- 4.—Repeal.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. A tax or rate of five cents per ton shall be levied upon every ship or vessel which may enter the port of Harbor Grace, according to the registered tonnage of such ship or vessel. This section shall not apply to fishing vessels or vessels engaged in the coasting trade of the Colony.

2. Such rate or tax shall be paid as aforesaid by the master or owner of such vessel, and shall be collected and recovered in the same manner and by the like means as light dues are now collected and recovered in the said port: provided that such vessel shall not be compelled to pay such rate or tax oftener than once in a year, nor to a greater amount, whatever its tonnage may be, than twenty dollars.

3. The amount of the rates or taxes so collected shall be paid over to the Harbor Grace Water Company, to be applied to the ordinary purposes of the Company.

4. The Act 56 Victoria, chapter 16, entitled “An Act to amend the Acts relating to the Harbor Grace Water Company,” is hereby repealed.

61 VIC., CAP. 5.

An Act respecting the Rights and Privileges of the New York, Newfoundland and London Telegraph Company in Newfoundland.

[PASSED 15TH MARCH, 1898.]

SECTION 1.—Saving rights of Company.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. In order to remove doubts it is hereby declared that the Act passed during the present Session of the Legislature, entitled “An Act to provide for the maintenance and operation of the Newfoundland Railway, and for other purposes,” or any clause or provision thereof shall not be held or construed to take away, alter, abridge, or in any way affect any of the rights or privileges in this Colony conferred upon the New York, Newfoundland, and London Telegraph Company, under and by virtue of the Act of the Legislature of this Colony passed in the 17th year of the reign of Her present Majesty, Chapter 2, entitled “An Act to Incorporate a Company under the style and title of “The New York, Newfoundland, and London Telegraph Company,” and the several Acts in amendment thereof, which rights and privileges are now vested in and held by the Anglo-American Telegraph Company, and are hereby declared to be reserved and maintained in full force and effect.

61 VIC., CAP. 6.

An Act to provide for the Maintenance and Operation of the Newfoundland Railway, and for other purposes.

[PASSED 15TH MARCH, 1898.]

SECTION

- 1.—Short title.
- 2.—Confirmation of agreement in Schedule A
- 3.—Right of entry, &c., for purposes of Railway survey.
- 4.—Assessment of damage under the Act.
- 5.—Governor in Council may take Municipal Basin.
- 6.—Powers of Contractor for purposes of operation of Railway.
- 7.—Coal areas.
- 8.—Compensation to Angel & Co.
- 9.—Application of "Arbitration Act, 1895."
- 10.—Paving of Water Street.
- 11.—Electric Railway.
- 12.—Right of entry, &c., for purposes of Electric Railway.
- 13.—Compensation for damage under last section.
- 14.—Governor in Council may raise by loan; \$100,000 for re-railing; \$100,000 for building new branch; \$140,000 for paving Water Street; necessary cost of surveys; Sum for payment of compensation under section 4; Rate of interest.
- 15.—Re-payment of loan.
- 16.—Form of debenture.

AGREEMENT:

- 1.—The Newfoundland Railway.
- 2.—"Railway" defined.
- 3.—Duration of contract.
- 4.—Contractor shall continuously operate railway.
- 5.—Mode of operation from Saint John's to Carbonear and Placentia; over whole system.
- 6.—"Continuously operate" defined.
- 7.—Special trains.
- 8.—Contractor shall provide sufficient rolling stock.
- 9.—Time tables.
- 10.—Government mails.
- 11.—Minimum speed.
- 12.—Passenger rates.
- 13.—Freight rates in car-load lots; Lots less than car-loads.
- 14.—Passenger's baggage.
- 15.—Contractor to furnish quarterly statement.
- 16.—Grant of land subsidy.
- 17.—"In fee simple" defined.
- 18.—Land subsidy to be granted in blocks.
- 19.—Mode of laying off blocks along Railway; Selection of lands by Contractor; Survey for purposes of laying off blocks; Selection as follows: Contractor may make first selection; Government shall take next adjoining area; Parties may reject swamp or barren; Opposite frontages may not be taken by same party; Selections may be made elsewhere than along the line of Railway; Surveys on meridian lines; Contractor completes selection in three years; Coal areas excepted from preceding land subsidy; Reservation of areas pending selections; Right of Governor in Council to make reservation for public purposes.

SECTION

- 20.—Management and cost of survey.
- 21.—Exemption of lands from taxation.
- 22.—Government may reserve timber lands for ship-building, &c.
- 23.—Government may reserve lands for public use or settlement.
- 24.—Provision for right of way.
- 25.—Contract for re-railing line from Whitbourne to junction of new line.
- 26.—Construction of new line from St. John's at \$15,600 per mile; Government to provide right of way; Line to be completed by 31st December, 1899.
- 27.—Contractor to erect depot at West End terminus.
- 28.—Operation to present terminus pending construction of new line.
- 29.—Stock gaps.
- 30.—Contractor to fence new branch line; Fences; Cattle guards; Liability of Contractor for damage.
- 31.—Crossings.
- 32.—Contractor to ballast
- 33.—Width of right of way for Railway.
- 34.—Extension of old track from Harbor Grace to Carbonear.
- 35.—Railway from Whitbourne to Tilton—Operation of
- 36.—Exemption from duties of Railway material.
- 37.—Contractor may build branch lines.
- 38.—Railway to remain as security for performance of this contract.
- 39.—Sale of Newfoundland Railway.
- 40.—Consideration for sale.
- 41.—Contractor may establish parcel express.
- 42.—Grant of coal areas to Contractor.
- 43.—Royalty on coal.
- 44.—Royalties on minerals; Gold, two per cent.; Copper, four cents per unit; Lead, two cents per unit; Iron, five cents per ton; Other minerals, five per cent.; Proviso.
- 45.—Duty on imported coal.
- 46.—Exemption of anthracite, &c., from duty.
- 47.—Bay and other steam service.
- 48.—Steamers to be of size, &c., approved by Governor in Council.
- 49.—Service between Port-aux-Basques and Sydney.
- 50.—Bay service.
- 51.—South and West Coast service.
- 52.—Port-aux-Basques and Sydney service.
- 53.—St. John's and Labrador service.
- 54.—Routes, &c., to be approved.
- 55.—Government may substitute other ports.
- 56.—Steamers shall carry Government mails.
- 57.—Commencement of service each season.
- 58.—Governor in Council may detain Labrador steamer; Demurrage.
- 59.—Contractor to keep steamers in seaworthy condition.
- 60.—Government may cause steamers to be inspected.
- 61.—Through rates to be charged.
- 62.—Passenger rates.
- 63.—Freight rates.

SECTION

- 64.—Passengers' baggage.
- 65.—Rates by Labrador steamer.
- 66.—Shipwrecked crews.
- 67.—In case of loss of steamer within twenty-five years Contractor to substitute another
- 68.—Contractor to substitute steamer for damaged steamer.
- 69.—In case of failure to call at any port deduction may be made; Mails.
- 70.—Management, &c., of steamers.
- 71.—Commencement of Bay steam service; Labrador service; South and West Coast services; S. S. *Bruce* service.
- 72.—Steam subsidies: Placentia Bay, \$100 per trip; Trinity, Bonavista and Notre Dame, \$130 per trip; South Coast, \$250 per trip; West Coast, \$300 per trip; St. John's to Labrador, \$1,500 per trip; Port-aux-Basques and Sydney, \$130 per trip; Placentia and Sydney, \$195 Per trip.
- 73.—Duration of steam service.
- 74.—St. John's Dry Dock.
- 75.—Exemption from taxation.
- 76.—Dockage rates.
- 77.—Contractor to keep Dock in repair.
- 78.—Dockage of warships, &c.
- 79.—Access to vessels in Dock.
- 80.—Preferential rates not to be made.
- 81.—Operation of Dock; Forfeiture.

SECTION

- 82.—Operation of Telegraph lines; subsidy.
- 83.—Contractor to operate lines free of subsidy after April 15th, 1904.
- 84.—Extensions, &c., to be constructed by the Contractor; Mode of determination of profits of telegraph line or office.
- 85.—Contractor may extend telegraph system.
- 86.—Tariff.
- 87.—Connection with Whitbourne.
- 88.—Enactment of Legislation providing for secrecy.
- 89.—Construction of undertaking to operate.
- 90.—Dismissal of operators, &c.
- 91.—Contractor to construct and maintain new line.
- 92.—Inspection of lines.
- 93.—Transfer of telegraph line.
- 94.—Government to procure legislation, &c.
- 95.—Exemption from taxation.
- 96.—Payments made in bonds.
- 97.—Construction of Electric Railway.
- 98.—Paving of Water Street.
- 99.—Grant of Petty Harbor pond or other ponds.
- 100.—Contractor may not assign or sublet.
- 101.—Arbitration.
- 102.—Government to enact legislation to carry out this contract.
- 103.—Contract subject to approval by Legislature.

WHEREAS the Government now owns and operates a Line of Railway from St. John's to Harbor Grace, called the Newfoundland Railway;

And whereas,—There are also under construction for the Government: (1) A Branch Line of Railway called the Clarke's Beach Branch; and (2), An extension of the so-called Newfoundland Railway from Harbor Grace to Carbonear;

And whereas,—The Government is the owner of a line of Railway from Whitbourne to Placentia, known as the Placentia Railway, and of a line of Railway from Placentia Junction, on the Placentia Railway, to Port-au-Basque, known as the Newfoundland Northern and Western Railway;

And whereas,—There is also under construction for the Government a Branch Line of Railway from the said Northern and Western Railway to Burnt Bay;

And whereas,—In the year 1893 a contract was entered into between the Government and Robert G. Reid, of Montreal, in the Dominion of Canada, Railway Contractor, for the maintenance and operation of the said Newfoundland Northern and Western Railway;

And whereas,—It is necessary to make provision for the maintenance and operation of the said Newfoundland Railway and the said several branch lines and extensions now under construction or to be constructed;

And whereas,—It is desirable to make provision for improved terminal facilities in St. John's;

And whereas,—It is desirable that the maintenance and operation of the said several lines, branches and extensions should be combined in one system and under one management and control for an extended period;

And whereas,—It is also desirable to make provision for an improved Mail Service by steamers in connection with the said Railway system;

And whereas,—It is also desirable that the Government Telegraph Service, now partially maintained and operated by the said Robert G. Reid, should be managed under one system at reduced cost to the Colony;

And whereas,—It is desirable to promote the development of certain coal areas now reserved for the use of the Colony, and to provide for the raising of a revenue by the levying of royalties upon minerals raised from lands granted to the said Robert G. Reid;

And whereas,—An agreement has been entered into between the Government and the said Robert G. Reid, to embrace and provide for the carrying into effect of the foregoing objects and purposes, subject to the approval and confirmation of the Legislature;

And whereas,—It is desirable to confirm and give effect to the said agreement.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. This Act may be cited as “The Newfoundland Railway Act, 1898.”

2. The agreement made between His Excellency Sir HERBERT MURRAY, K.C.B., Governor of the Island, on behalf of the Government, of the one part, and ROBERT G. REID, of Montreal, in the Dominion of Canada, Railway Contractor, hereinafter called the Contractor, of the other part, dated the third day of March, A.D., 1898, and forming Schedule A to this Act, and hereinafter called the Contract, is hereby approved and confirmed, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them, respectively; and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful, and in so far as not by this Act expressly provided for, the parties, and each of them, shall have full power and authority to do and perform, or refuse to do and perform, all and singular the several acts, deeds, matters or things in and by the said Contract provided to be done, or not to

be done, as the case may be, in the manner and under the conditions stipulated and provided by the said Contract.

3. For the purpose of selecting and surveying and marking out the route for the new branch or line into the West End of St. John's, provided for by clause 26 of the Contract, it shall be lawful for the Government or Contractor, their engineers, surveyors, workmen and others to enter upon public or private property and to convey over the same all such vehicles, animals, materials and implements, and generally to do all and singular such acts and things as may be necessary for the purpose of such survey and marking out, and upon the same being so marked out and defined, to enter upon and take possession of the same, and to remove or cause to be removed therefrom all buildings or other property; and the land for the said track shall thereupon vest in and become the property of Her Majesty, her heirs and successors, for the purposes of the said Railway and of this Act.

4. For the purpose of ascertaining the damage that may be occasioned to any person whose interests in any lands or tenements may be affected under the provisions of this Act, unless the same be agreed upon between the said party and the Governor in Council, which agreement the Governor in Council is hereby authorized to make, the Governor in Council shall appoint two persons and the party interested shall appoint a third, which three persons or any two of them shall determine the amount of compensation, if any, to be paid to such party according to his interest therein. And in case such party shall refuse or neglect to appoint an arbitrator within seven days after notice in writing so to do from the other two arbitrators, such two arbitrators shall name a third arbitrator, and the award of any two of them shall be final and binding; and the said arbitrators shall be sworn before a Justice of the Peace to do justice between the parties, and may summon and require the attendance before them of all parties interested in the property to be appraised by them, the agents of such parties respectively, and also all necessary witnesses, and require the production of all deeds and papers requisite to establish the title or interest of any party claiming compensation in manner hereinbefore mentioned, and may examine upon oath, to be administered by any one of such arbitrators, all such parties or their agents, and all such witnesses, touching the matter to be enquired into. If the arbitrators shall be of opinion that the proprietors of land taken for the purposes aforesaid may be indemnified at a less expense by having an equal portion of land assigned to them from any land adjoining, and that such adjoining land may be taken without material injury to the proprietor thereof, the said arbitrators shall mark off, and in like manner appraise, so much of the said adjoining

land as they may think sufficient to replace the land required as aforesaid, and the same so marked off shall belong to the first-mentioned proprietors and be in lieu of all indemnity; and the appraised value of the same shall be paid to the party from whom such land was so taken, and shall be a full satisfaction and release of the same, and of all right and title thereto: Provided, that if the land so to be given shall not be deemed an equivalent for the land so to be appropriated for the said purposes of the said Railway and buildings as aforesaid, the said proprietor shall be paid such sum as may be, with the land so to be given, a full satisfaction for the land so dedicated.

5. The Governor in Council shall have power to take possession of the waterside property at the west end of Saint John's called and known as the Municipal Basin, and to hold, apply and transfer the same to the Contractor, who shall hold the same for the purposes and subject to the conditions set forth in the contract.

6. For the purpose of operating the said Railway according to the provisions of the contract the Contractor shall have, possess and exercise all such powers, franchises and privileges as may from time to time be necessary, whether expressly provided for in the said contract or this Act or not, as fully and amply as if the said provisions were enacted or set forth in an Act of Incorporation or Charter expressly conferring the said powers and privileges upon the Contractor.

7. The areas of land near Grand Lake, referred to and defined in clause forty of the contract, in which coal has been discovered, are hereby declared to be reserved to the Crown from public sale, grant, or other disposition, and exempt from the provisions of the Acts of the Colony relating to Crown lands and the disposition thereof; and the said land shall be held by the Governor in Council for the purposes set forth in said clause 42 of the Contract, to be granted to the Contractor under and subject to the provisions and conditions of the Contract.

8. For the purpose of ascertaining the amount of compensation, if any, to be paid to Messrs. Angel & Co., under the provisions of clause 74 of the Contract, in case the parties cannot agree thereupon, the said Angel & Co. shall appoint one arbitrator and the Contractor shall appoint a second, and the Supreme Court shall appoint a third, and the award of the said arbitrators, or any two of them, shall be final and binding upon both parties.

9. The provisions of the "Arbitration Act, 1895," shall be held to apply to the arbitration provided for by the foregoing section.

10. The Governor in Council and the Contractor, and each of them respectively, shall have power to carry out the work of paving Water Street, in St. John's, as provided for by clause 98 of the Contract, and for that purpose to do and perform all such acts and things as may be necessary or expedient.

11. For the purpose of providing power for the Electric Railway under clause 97 of the Contract, the Governor in Council shall have power to grant to the Contractor the exclusive use of any of the lakes mentioned in the said clause. After such exclusive use has been granted as aforesaid, any person using, trespassing upon, or in any way interfering with the lake so granted or the water thereof, shall be liable upon summary conviction to a fine of one hundred dollars or imprisonment for a term of three months.

12. For the purpose of carrying the said work into effect, it shall be lawful for the Contractor to enter upon public or private lands, roads or highways, and to erect and construct such buildings, reservoirs, machinery and other works as may be necessary, and also to dig and excavate the land for the purpose of laying pipes or mains, and also to erect poles and connect the same with wires, and to carry the said wires over or under the said land, and generally to do and carry out all such other works and things as may be necessary for the purposes set forth in the said clause.

13. The amount of compensation to be paid to any person who may sustain damage under the provisions of the next preceding clause, which shall be paid by the Contractor, shall be determined by arbitrators who shall be appointed in the same manner and shall have the same powers as are provided by sections 8 and 9 of this Act.

14. The Governor in Council shall have power to raise by loan upon the credit of the Colony, the following amounts, to be applied to the following purposes, as provided by the said Contract, viz. :—

- (a) A sum not exceeding one hundred thousand dollars, to be paid to the Contractor for the re-railing of the line of railway from Whitbourne towards St. John's, under clause 25 of the Contract;
- (b) A sum not exceeding one hundred thousand dollars to be paid to the Contractor for the building of a new line or branch into the West End of St. John's, under clause 26 of the Contract;

- (c) The sum of one hundred and forty thousand dollars to be paid to the Contractor for the paving of Water Street, St. John's, under clause 98 of the Contract;
- (d) Such sum as may be found sufficient and necessary to defray the portion to be borne by the Government of the cost of the surveys of blocks or areas of lands to be selected by the Contractor and the Government along the line and elsewhere, as provided by clause 19 of the contract;
- (e) Such sum as may be found sufficient and necessary to provide for the payment of claims under section 4 of this Act as compensation for damages sustained, and of the expenses of and incident to the ascertainment and determination of the said claims by arbitrators or otherwise;

The interest upon the several sums to be raised under this section shall be at the rate of $3\frac{1}{2}$ per cent.

15. The said loan shall be payable at the expiration of fifty years from the date of the several debentures.

16. The form of debentures to be issued for the said loan shall be that set forth in Schedule B. to this Act.

SCHEDULE A.

THIS AGREEMENT, made and entered into at Saint John's, in the Colony of Newfoundland, this third day of March, A.D. [L. S.] one thousand eight hundred and ninety-eight, between His Excellency Sir HERBERT MURRAY, K.C.B., Governor of this Island of Newfoundland and its dependencies, in H. MURRAY, Council, hereinafter called "the Government," of the first Governor. part; and ROBERT GILLESPIE REID, of Montreal, in the Dominion of Canada, Railway Contractor, hereinafter called "the Contractor," of the other part; Witnesseth, that in consideration of the grants, subsidies, covenants, provisions and conditions hereinafter contained and provided on the part of the said parties respectively, to be made, paid and performed, the said parties mutually covenant and agree as follows:—

1. For the purposes of this agreement, all and singular the following lines of Railway in the Colony of Newfoundland, viz.:

- (a) The Newfoundland Railway, so-called, from St. John's to Harbor Grace;

The branch of the said Railway now in course of construction from Brigus Junction to Clarke's Beach, and thence to or near Tilton;

The extension of the said Railway now in course of construction from Harbor Grace to Carbonear;

(b) The Placentia Branch Railway, so-called, from Placentia to Placentia Junction;

(c) The Newfoundland Northern and Western Railway, so-called, from Whitbourne to Port-au-Basque;

The branch of said Railway now in course of construction from the Burnt Bay Crossing to Burnt Bay, in Notre Dame Bay;

(d) The new branch or extension into the West End of St. John's, hereafter provided for;

are and shall be held to be combined and comprehended under one system, which shall be called and known as "the Newfoundland Railway."

2. In this agreement the word "Railway" or "Railways" shall, unless the context requires a different meaning, mean the track, road-bed, cuttings, embankments, ditches, water-ways, diversions, road-crossings, bridges, viaducts, culverts and retaining walls, rip rap, crib-work, sidings, Y's, turn-tables, water stations and water service, telegraph lines, engine houses, coal sheds, machine shops and machines, tools and appliances in and in connection with machine shops, locomotive engines, cars, snow-ploughs, flangers, and other rolling stock, buildings and structures provided and to be provided, and all other materials, accessories and equipments, the property or to become the property of the Government, in connection with all or singular the line or lines of Railway. In construing this agreement, the agreement between the Government and the Contractor, dated the 16th May, A.D. one thousand eight hundred and ninety-three, for the maintenance and operation of the Northern and Western Railway, under the Act 56 Vic., cap. 3, shall be read in connection herewith as if it were fully set forth herein, and is hereinafter to be referred to as "the said operating agreement."

3. The Contractor shall, on the 1st day of April, A.D. one thousand eight hundred and ninety-eight, take possession of the said Newfoundland Railway, so far as the same is not already in his possession, and shall thenceforth maintain in a safe, efficient and satisfactory manner the said Newfoundland Railway, and the several branches and portions there-

of, whether already constructed or hereafter to be constructed or completed, during a period of fifty years from the said date.

4. The Contractor shall efficiently and continuously operate, in the manner provided in the next succeeding section, the said Newfoundland Railway, and the several branches, extensions and portions thereof either already constructed or hereafter to be constructed or completed during a period of fifty years from the said first day of April, A.D. one thousand eight hundred and ninety-eight.

5. The said Newfoundland Railway and the several branches thereof shall be continuously operated as follows:

- (a) There shall be run at least one passenger or mixed train each way each day (Sundays excepted) over that portion of the Railway between St. John's and Carbonear, between St. John's and Placentia, and between Placentia and Carbonear, and as many additional through or local passenger or freight trains as the demands of traffic may require.
- (b) There shall be run over the whole line or system of the said Newfoundland Railway, at least three through passenger trains or mixed trains, when not detrimental to the service, each way each week, and as many through or local passenger or freight trains as the demands of traffic may require.

6. Where the words "continuously operate" are used in this Contract, it is understood and agreed that they shall mean and be construed that the Contractor shall operate the railways upon the regular time-tables, except when prevented by causes over which the Contractor has no control; and failing to operate from the causes above named shall in no way be construed to work a forfeiture of the rights, privileges and payments to be granted and paid to the said Contractor by the Government as herein provided for; but it is agreed that the Contractor shall use all due diligence in every respect to continuously operate the Railways as provided in the regular time-tables.

7. Should the Government at any time during the term of this contract desire to run special trains other than those herein provided for, the Contractor shall furnish and run the same for the Government, upon receiving reasonable compensation to be agreed upon; but the Contractor undertakes to provide once in each year, at his own expense, a special train for the inspection on behalf of the Government of the Railways comprehended under this contract.

8. Besides the rolling stock and equipment provided by the Government, the Contractor shall, subject to the approval of the Government, furnish additional rolling stock, equipment and accommodation as fast as, and in such quantity and of such description, as the developing and increasing business of the Railways may require, so that the traffic requirements of the country may be fully met.

9. All regular trains provided for under this contract shall be run in accordance with time-tables to be approved of by the Government; no time-table and no change in any time-table shall come into effect until such time-table or change has had the Government's approval.

10. The Contractor shall, at his own expense, provide the Government with all necessary facilities for transporting the Government mails and mail matter over the whole railway system comprehended in this contract, in such quantities as the Government may require, the Contractor to attach a Postal or Mail Car to each passenger or mixed train, the Government mail agent to have the exclusive use and possession of such Postal Car, or section thereof set apart for carrying mails and mail matter to have every facility for the delivery and receipt of mails and mail matter at each station along the line of Railway. The said Postal or Mail Cars, or section of cars, shall be used only for the purposes of the Government mails and matter. In consideration for the due performance of the said mail service the Government shall pay to the Contractor a subsidy of forty-two thousand dollars per annum, whether or not there be any increase in the number of trains, as provided for in this contract, or any additional trains or any increase in the quantity of mails or mail matter. It is understood and agreed that this clause shall not be held to apply to the conveyance of mails or mail matter between countries other than this Colony.

11. The minimum speed of all through trains shall be eighteen miles per hour, including stoppages.

12. The rates to be charged by the Contractor for carrying passengers shall not exceed three cents per mile for first-class passengers, and two cents per mile for second-class passengers, for distances more than twenty-five miles.

13. The charges for transportation of freight, in car-load lots, shall be estimated as the equivalent of two thousand two hundred and forty pounds per mile, for distances more than one hundred miles, or four cents per ton of two thousand two hundred and forty pounds per mile for dis-

tances more than fifty and not more than one hundred miles. The freight on bulky articles may be charged by measurement, and fifty cubic feet shall be estimated as the equivalent of two thousand two hundred and forty pounds in weight.

- (a) For lots less than car-loads the classification of freight shall be governed by the Canadian Joint Freight Classification, and (subject as hereinafter provided) the rates to be charged and collected shall not exceed those set forth in Schedule A. hereto annexed, being the local freight mileage tariff No. 1, adopted by the Canadian Pacific Railway under the said classification for Ontario and Quebec: Provided that the said schedule and rates may from time to time be altered or amended by agreement between the parties, or, in the event of disagreement, under the provisions of clause 101.

14. Each passenger shall be allowed to carry baggage to the extent of eighty pounds in weight, and all baggage in excess thereof may be charged at express baggage rates.

15. The Contractor shall furnish the Government with a quarterly statement, showing the number and classes of passengers, and the quantities and general description of freight forwarded from each station during the previous quarter, together with the amount charged for the same, and shall furnish any other information or returns in connection with the line that the Government may require.

16. In consideration of the foregoing covenants on the part of the Contractor, the Government hereby covenant and agree to and with the Contractor, to grant him in fee simple, in addition to the land subsidies provided in and by the said agreement of the sixteenth May, one thousand eight hundred and ninety-three, five thousand acres of land for each one mile of main line or branch railway throughout the entire length of the lines to be operated.

17. The expression "in fee simple" in the foregoing clause, shall be held to include with the land, all mines, ores, precious metals, minerals, stones, and mineral oils of every kind therein and thereunder.

18. The lands to which the Contractor shall be entitled under clause 16 and under said agreement of sixteenth May, one thousand eight hundred and ninety-three, shall be granted to him in blocks or sections to be defined and laid off in the manner provided by the next succeeding

section: Provided that this clause shall not be held to annul or otherwise affect any grant already made to the Contractor under the said agreement of the sixteenth May, one thousand eight hundred and ninety-three.

19. The lands along the line of Railway shall be laid off in blocks or sections of one mile in length and ten miles in depth on each side of the Railway, on meridian or base lines, to be run as may be found practicable, preserving as nearly as possible the general direction of the line of Railway.

- (a) Subject to the next following sub-section, the Contractor shall select and have granted to him the lands along the line of Railway to which he is entitled under this contract, as well as under the said agreement of the 16th May, one thousand eight hundred and ninety-three, which have not been granted to him, in quantities or areas, comprising any number of blocks not exceeding five, as defined by and under the next preceding sub-section;
- (b) For the purpose of laying-off and selecting the blocks to be granted to the Contractor and those to be held by the Government, respectively, it is agreed that within the year one thousand eight hundred and ninety-eight a survey shall be begun, under which the blocks or sections provided for by sub-section (a) shall be defined and marked off, and the said survey shall proceed with due diligence until all the land along the line shall have been so defined and marked off;
- (c) From and after the commencement of the said survey, and as the survey proceeds, the parties shall proceed to make their respective selections as follows:
- (d) The Contractor shall have the right to make the first selection, on either one side of the Port-au-Basque end of the line, of an area or section consisting of not less than one nor more than five blocks of one mile in length, as defined by sub-section (a);
- (e) The Government shall thereupon take the next or adjoining area or section on the same side of the Railway, with the option of including in the said area or section any number of one-mile blocks not exceeding five;
- (f) Upon its being found that any land along the line is barren or

swamp, neither party shall be bound to take the same, and either party to whom an area or section would fall in turn of selection as above provided, shall have the right to reject and pass over such barren or swamp lands, and to take such area or section from the next suitable land;

- (g) Upon the selection being made by either party of an area or section on one side of the line as above provided, the other party shall have the right to an area or section of an equal frontage immediately opposite thereto on the other side of the line.
- (h) In order to make up the total quantity or area of land to which the Contractor shall be entitled, he shall have the right to select and have granted to him lands elsewhere than within ten miles of the line. Such selections shall be in areas or sections of not less than one mile by ten miles, nor more than ten miles by ten miles, the Government having the right, in the case of every such selection, to an adjoining area or section of equal size, and in making such selection either party shall have the right to reject and pass over barren or swamp lands in the same manner as provided by sub-section (f) in relation to land along the line of Railway.
- (i) For the purpose of making the selection provided for under the next preceding sub-section, surveys and plans shall be made upon meridian or base lines, in the same manner as provided by clauses 18 and 19, and the areas or sections selected under this Contract shall conform to and be defined by the said plans and surveys.
- (j) The Contractor shall complete his selection of lands along the line of Railway within three years from the date of this Contract, and until he has made his selections the Government shall not dispose of any Crown lands, timber or mineral rights, within ten miles of the line of Railway.
- (k) The Contractor shall not have the right, under the foregoing clauses, to select or obtain any portion of the lands upon which coal has been discovered, and which were reserved by the Government under the Minute of Council dated eighteenth December, one thousand eight hundred and ninety-one.

- (l) As regards lands to be selected elsewhere than within ten miles of the line of Railway, it is agreed that within the three years provided by the sub-section (j), the Contractor shall have the right to select areas or sections elsewhere, in manner provided by sub-section (h), and such areas or sections shall be reserved by the Government from grant to any other person until the expiration of the said three years, when the same or such portion thereof, as the Contractor may then be found to be entitled to shall be granted to him.
- (m) Provided that nothing in this Contract contained shall preclude the Governor in Council from exercising the right to make such reservations relative to Crown lands as he may deem necessary to provide for the public right of user of all lakes, streams and other water, and for the construction of roads and bridges, railways, court houses, market places, churches, chapels, or other places of public worship, school-houses, bogs for the supply of manure or fuel from the public forests for the use of the fisheries, or for any other public use or purpose whatsoever.

20. The survey to be made under the foregoing clause shall be under the direction and control of the Government. The surveyors, engineers and other servants engaged in the said work shall be appointed and employed, one-half by the Government and one-half by the Contractor, and the cost of the said survey shall be borne two-thirds by the Government and one-third by the Contractor.

21. Lands to be granted by the Government under this Contract shall be free from taxation, so long as they shall remain unimproved or unoccupied.

22. The Government may reserve from the provisions and operation of this Contract, at any places within fifteen miles of the sea, such areas of timber lands as may be considered necessary for the purpose of providing timber or wood for ship-building, for the repairs of ships or vessels, for the purposes of the fishery, and for firewood.

23. The Government may also reserve from the operation of this Contract such tracts or areas of land within three miles of the sea or tidal waters as may be considered necessary for the purposes of public use or settlement; provided that the Government shall grant to the Contractor from Crown lands, as part of the lands to which he is entitled, all such

lands and waterside as may be necessary for the efficient operation of the Railway, for terminal purposes, and other facilities for traffic.

24. It is understood and agreed that the provisions of section 68, of Chapter 13, of the Consolidated Statutes, (Second Series), shall be held to apply to the lands to be granted to the Contractor under this Contract.

25. The Contractor agrees to lay new rails upon that portion of the line from Whitbourne to the point from which a new line is to be built leading into the West End of St. John's, as hereinafter provided for. The rails and material and manner of laying the same shall be such as are provided for under the Contract between the Government and the Contractor for the construction of the Western Railway, dated the sixteenth day of May, one thousand eight hundred and ninety-three, and the specification thereto annexed. The Government agrees to pay to the said Contractor for the said work at the rate of two thousand five hundred dollars per mile, but it is agreed that the total amount to be paid to the contractor shall not exceed the sum of one hundred thousand dollars. The said work is to be completed on or before the thirty-first December, one thousand eight hundred and ninety-eight.

26. The Contractor shall construct a new line or branch railway from a point upon the present line of railway between Topsail and St. John's, to be determined by the Contractor, to the West End of the town of St. John's, terminating at the Municipal Basin, so-called, which the Government agrees to grant to the Contractor for terminal purposes. The said railway or branch line shall be constructed of the material, and in the manner, and subject to the conditions provided by the said Contract of the sixteenth May, A.D. one thousand eight hundred and ninety-three, and specification thereto annexed, for the construction of the said Western Railway.

(a) The Government shall pay to the Contractor for the said construction at the rate of fifteen thousand six hundred dollars per mile, but the total amount to be paid shall not exceed the sum of one hundred thousand dollars.

(b) The Government shall provide the right of way and the route or line shall be subject to the approval of the Government.

(c) The said new or branch line into the West End shall be completed not later than the thirty-first day of December, one thousand eight hundred and ninety-nine.

27. The Contractor shall, at his own cost, erect a suitable and sightly depot at the West End terminus, to be completed on or before the thirty-first day of December, A.D. one thousand nine hundred, the plans and specifications whereof shall be subject to the approval of the Government.

28. Pending the construction of the said line to the West End of St. John's, the expression in this contract "operating," or "operation into" or "from St. John's," shall mean into or from the present terminus at the East End of Saint John's.

29. Stock gaps shall be made and maintained by the Contractor when the line of Railway passes through enclosed private property. Such stock gaps shall be made where the line of Railway crosses the line of enclosure, or, in lieu of the stock gaps, the Contractor may build fences on each side of the Railway to prevent any straying stock from going on to the Railway.

30. Within three months after the construction of the new or branch line leading into the West End of St. John's, on any section or lot of land which is occupied, or, before such construction, within six months after any part of such section or lot of land has been taken possession of by the Contractor for the purpose of constructing a Railway thereon, and after the Contractor has been so required, in writing, by the occupant thereof, the Contractor shall erect and maintain:—

(a) Fences over such section or lot of land on each side of the Railway, of the height and strength of an ordinary division fence, with openings or gates, or bars, or sliding or hurdle gates, with proper fastenings therein, at farm crossings of the Railway; and

(b) Cattle guards at all highway crossings, suitable and sufficient to prevent cattle and other animals from getting on the Railway.

If, after the expiry of such delay, such fences, gates and cattle guards are not duly made and completed, or if after they are so made and completed they are not duly maintained, the Contractor shall be liable for all damages done on the Railway by its trains or engines to the cattle, horses, or other animals of the occupant of the land in respect of which such fences, gates or guards have not been made or maintained, as the case may be, in conformity with the next preceding sub-section;

After such fences, gates and guards have been duly made and com-

pleted, and while they are duly maintained, no such liability shall accrue for any such damages, unless the same are caused wilfully or negligently by the Contractor or by his employees;

If the proprietor of any such section or lot has accepted compensation for dispensing with the erection of such gates or bars, the proprietor or tenant thereof shall not be entitled to avail himself of the provisions of this section.

31. The Contractor shall make crossings for persons across whose land the Railway is carried, convenient and proper for the passing of farmers' carts and other vehicles over the same; and the persons for whose use such crossings are furnished shall keep the gates at each side of the Railway closed when not in use; and any person on whose land such gates are shall incur a penalty of twenty dollars for each occasion on which such gate is left open without some person being at or near it to prevent animals from passing through it on to the Railway; which penalty shall be recoverable in any court of competent jurisdiction by the informer or person who sues for the same, a moiety whereof shall belong to such informer or person, and the other moiety whereof shall belong to Her Majesty; and the owner or occupier of the land on which any such gate is unlawfully left open as aforesaid, shall be liable to the Railway Contractor for any damage to the property of the Contractor, or for which the Contractor is responsible, by reason of such gate having been so left open; and no person, any of whose cattle are killed by any train, owing to the non-observance of this section, shall have any right of action against the Contractor in respect to the same being so killed.

32. The Contractor shall, at his own cost and charges, ballast the whole line of Railway from time to time, as and when ballast is needed.

33. Where the Railway passes through Crown lands which have not been granted or disposed of up to the date of this Contract, the right of way or track for the Railway shall be one hundred feet in width.

34. It is also understood that the present Contract does not include or apply to the old abandoned track from Harbor Grace towards Carbonear, which shall also remain the property of the Government.

35. As regards that portion or branch of the Railway from Whitbourne to Tilton, it is understood that the Contractor is not bound to maintain or operate the same under clauses 3 or 4 of this Contract, and that the land subsidies to be granted to the Contractor under clause 16 of this Contract do not apply to the said portion or branch.

- (a) It is understood and agreed in respect of this branch that during the time provided by this Contract for the operation of the Railway, the Contractor shall run at least three passenger or mixed trains each way per week between Whitbourne and the Junction near Tilton. Such operation to be in all respects subject to the general provisions of this Contract. In consideration of such operation there shall be granted to the Contractor a land subsidy of two thousand five hundred acres per mile.

36. The following articles shall be admitted into this Colony free of duty:—Rails, fish-plates, fish-bolts and track spikes used in the construction of the branch lines and the re-railing of the line from Whitbourne towards St. John's, as provided for by this Contract. The Railway shall be exempt from municipal or local taxation.

37. The Contractor shall have the right to build and operate such branch lines connecting with the Railway as he may consider desirable.

38. The Contractor agrees that in addition, and without prejudice to any other remedy which the Government may have, the Railway shall be and remain security to the Government for the due and faithful performance on the part of the Contractor and his assigns of the several clauses and provisions of this contract for the operation of the said Railway, and every part thereof, and that any amount for which the Contractor or his assigns may at any time be found or adjudged by competent authority to be liable to the Government for, or on account of any breach or failure, or neglect in the performance of any of the said clauses or provisions, or for loss or damage arising therefrom, shall be, and be held to be, a lien or first charge upon the said Railway and every part thereof. And further, that in the event of the Contractor or his assigns ceasing to efficiently operate the said Railway or any portion thereof, the said Railway shall become forfeited and revert to the Government, who shall thereupon have the right to enter upon and take possession of the same, to hold the same as Crown property for the use of the Colony.

39. And these presents further witness that the Government agrees to sell and the Contractor agrees to purchase the rights, interest, reversion and property of the Government under and subject to the provisions of the foregoing contract, in and to the said Newfoundland Railway and system, and the several branches and portions thereof, with all and singular the appurtenances thereto, as described and defined in and by this contract.

40. In consideration of the said sale and transfer, the Contractor agrees: (1) To re-assign and transfer to the Government two thousand five hundred acres per mile for every mile of Railway to be operated under this contract, which shall be deducted or rebated from and out of the land subsidies to be granted to him thereunder, except as to the branch line from Whitbourne to the junction near Tilton, in respect of which the Contractor shall re-assign or deduct one thousand two hundred and fifty acres per mile; and (2) To pay to the Government the sum of one million dollars, as follows, viz.: one-fourth upon the execution of this contract, one-fourth at the expiration of six months, and one-half at the expiration of one year from the said date.

41. The Contractor shall have the right to establish a parcel or package express, and carry on the business and conduct the same in like manner under like regulations as Express companies in the United States and Canada. To facilitate the delivery of the express goods or packages, the same shall be carried on the regular passenger trains; and the Express company shall be responsible, as other express companies, as common carriers, for all goods entrusted to their care for transportation.

42. The Government agrees to grant to the Contractor as part or portion of the land subsidies herein provided for, the areas of land near Grand Lake in which coal has been discovered, and which have been reserved by the Government from sale or grant under Minute of Council, dated the eighteenth December A. D. one thousand eight hundred and ninety-one, and more particularly delineated and described in certain plans, forming the schedule B., hereto annexed, The foregoing agreement and the grants to be issued thereunder are and shall be subject to the condition that the grantee shall so operate the coal mines within the said areas as to produce not less than fifty thousand tons of coal per annum.

43. It is further agreed that the Contractor shall pay to the Government a tax or royalty at the rate of ten cents per ton of two thousand two hundred and forty pounds on all coal, the produce of the said mines, or of any other mines in this Colony to be operated by the Contractor, passed into use or consumption; it being further agreed that a tax or royalty of an equal amount shall be levied upon all coal raised in this Colony.

44. The Government shall have the right to impose the following royalties, and no more, upon minerals raised from the lands granted or to be granted to the Contractor under this Contract, and the said Contract of

sixteenth May, A.D. one thousand eight hundred and ninety-three, viz.:

- (a) Gold and silver—two per cent, on the gross amount of gold and silver mined.
- (b) Copper—four cents upon every unit, i.e., upon every one per cent. of copper contained in each and every ton of two thousand three hundred and fifty-two lbs. of copper ore sold or smelted.
- (c) Lead—two cents upon every unit, i.e., upon every one per cent. of lead contained in each and every ton of two thousand two hundred and forty lbs. of lead ore sold or smelted.
- (d) Iron—five cents on every ton of two thousand two hundred and forty lbs. of ore sold or smelted.
- (e) Tin and precious stones, and other minerals or mineral oils—five per cent. on their values.

Provided that these royalties, or any part thereof, shall not be imposed under the foregoing clause unless the same are made applicable to all minerals of the same kind raised in the Colony.

45. From the time when the Contractor shall satisfy the Government that he is able so to operate his coal mine or mines, as to supply not less than fifty thousand tons per annum of coal of good quality, and to continue to furnish such supply, the Government agree to procure the imposition of a duty of not less than one dollar per ton upon all coal imported into this Colony, upon the condition that the Contractor shall supply coal to wholesale dealers at stations on the line of Railway where required, at prices to be computed as follows, viz.

To the average wholesale market price from time to time of Sydney coal in Sydney, Cape Breton, there shall be added, (1) the sum of thirty cents per ton; and (2) a sum to be computed as follows:—

- (a) For every mile of distance between the mine and the place of delivery, not exceeding fifty miles, one and a half cents per ton;
- (b) Where the distance exceeds fifty miles, but does not exceed one hundred miles, one cent per ton; but not in any case to be less than seventy-five cents per ton;
- (c) Where the distance exceeds one hundred miles, but does not ex-

ceed two hundred miles, seven-tenths cent per ton; but not in any case to be less than one dollar per ton;

- (d) Where the distance exceeds two hundred miles, half cent per ton; but not in any case to be less than one dollar forty per ton.

The term "wholesale dealers" in this clause shall be held to mean and include every person who shall purchase or require one hundred tons of coal or upwards in one lot.

46. The next preceding clauses shall not be held to apply to anthracite or cannel coal, or coal imported for actual use on board steamships. The Governor in Council shall make such regulations as may be necessary to give effect to this clause.

47. For an improved mail service for the Colony, the Contractor agrees to provide suitable steam-boats of the size, speed and capacity hereinafter provided, for the following routes and services, viz.:—

One steamer to ply between Trepassey and Lamaline and intermediate ports.

One steamer to ply in Trinity Bay.

One steamer to ply in Bonavista Bay.

One steamer to ply in Notre Dame Bay.

One steamer to ply between Placentia and Port-au-Basque.

One steamer to ply between Port-au-Port and Battle Harbor, Labrador.

One steamer to ply between Port-au-Basque and Sydney.

One steamer to ply between St. John's, Harbor Grace or Carbonear, and Labrador, east and north.

48. The said steamers, except that which is to ply between Port-au-Basque and Sydney, shall be respectively of the size, capacity and speed, and shall be built upon plans and specifications to be approved of by the Government.

49. The steamer for the service between Port-au-Basque and Sydney shall be the *S. S. Bruce* or some other boat of equal size, speed and capacity.

50. The steamers on Placentia, Trinity, Bonavista and Notre Dame Bays, shall make two round trips per week.

51. The steamers between Placentia and Port-au-Basque, and between Port-au-Port and Battle Harbor, shall each make one round trip per week.

52. The steamer between Port-au-Basque and Sydney shall make three round trips per week.

(a) If, for any sufficient cause as agreed upon between the Government and the Contractor, it should be found desirable that the said steamer should temporarily ply between Sydney and Placentia instead of Port-au-Basque, it shall be sufficient that the said steamer shall make two round trips per week instead of three.

53. The steamer between St. John's and Labrador, east and north, shall make one round trip every fortnight.

54. The routes and services to be performed and the ports of call to be visited by the said several steamers respectively, shall be subject to the approval of the Government.

55. The Government may, from time to time, by order and reasonable notice thereof to the Contractor, substitute any other intermediate port or ports of call, and add other ports of call on either route without any extra charge, provided that such substitution or addition be such as to admit of the round voyage being performed by the boats respectively, within the prescribed period, without undue pressure or difficulty: Provided that this clause shall not apply to the steamer between Port-au-Basque and Sydney.

56. The steamers shall carry mails and mail matter of every description delivered to them, by, for, or on behalf of the Government, and carry the same to their respective destinations free of charge. There shall be on board of each of the said boats a safe and suitable place for keeping the said mail matter. The Government shall be entitled to keep an officer on board each steamer in charge of the mail, and for Customs purposes, free of charge, except for diet.

57. The dates for the commencement of the service of each boat which does not ply continuously shall be fixed each season by the Governor in Council, but the service shall commence as early and continue as long as weather and ice permit.

58. The Governor in Council shall have power, by notice to the

Contractor, to detain the steamer for the Labrador (East and North) service for a period not exceeding twenty-four hours after the time fixed for the departure from Saint John's, and shall also have power, by notice to the Contractor, to detain her for a longer period upon payment, in the latter case, of eighty dollars per day.

59. The Contractor shall, during the continuance of this agreement, at his own cost and charges, keep the steamers in good seaworthy condition and properly manned and equipped in every respect in accordance with the laws relating to passengers in British steamers and the rules and regulations of the Board of Trade; and there shall be a sufficient number of stewards and a stewardess on board each of the said steamers for the said passengers.

60. The Government may, during the continuance of this agreement, from time to time, cause the said steamers to be surveyed and inspected by such person or persons as they may appoint for that purpose; and in case there shall be any deficiency or default, or anything wanting in the said steamers, or either of them, or in their equipment, according to the said laws, rules and regulations, upon notice thereof to the said Contractor by the Colonial Secretary, the same shall immediately be made good and supplied by the Contractor, and in case of wrongful refusal or neglect for an unreasonable time to comply with the said notice, then the Contractor shall not be entitled to receive any part of the consideration herein provided to be paid to him: Provided, that the said Contractor holding a first-class Board of Trade certificate for such steamers, the said steamers shall not be compelled to be passed for semi-annual certificates by Board of Trade Surveyors.

61. Through rates for passengers and freight shall be charged from all points to the place of destination. For the purpose of this clause, the railway and steamers shall be held to constitute one route or system.

62. The rates to be charged by the Contractor for carrying passengers shall not exceed three cents per mile for first-class passengers, and two cents per mile for second-class passengers, for distances more than twenty-five miles.

63. The charges for transportation of freight by the steamers plying under this contract (except that upon the service between Port-au-Basque and Sydney and that upon the Labrador, East and North, service) shall be at the same rates as are provided by clause 12 in respect of the railway.

64. Each passenger shall be allowed to carry baggage to the extent of eighty pounds free of charge, and all baggage in excess thereof may be charged at express baggage rates.

65. The rates for passengers and freight by the steamer for the Labrador (East and North) service shall be subject to the approval of the Government, but, after the first arrangement thereof, the said rates shall not be altered except by consent of both parties.

66. All shipwrecked crews shall be carried by the said steamers at the rate provided by the Board of Trade for the conveyance of shipwrecked seamen; that is to say, at the rate of one shilling and sixpence sterling per day, and all such rates shall belong to the Contractor.

67. In the event of either of the steamers (or a steamer substituted for a lost steamer) being lost during the continuance of this contract, the Contractor shall, in case such loss shall happen within the first twenty-five years of the term of this contract, provide and substitute another steamer similar in all respects to the steamer so lost, and the steamer so provided and substituted shall be in every way subject to the provisions of this contract in like manner as was the steamer so lost; and in case such loss shall occur during the last five years of the said term, then this contract, as far as concerns the steamer so lost, shall be terminated, unless the Contractor shall elect to substitute a like steamer for the residue of the said term.

68. In the event of any of the said steamers being damaged or requiring repair, the Contractor shall provide and substitute another steamer (to be approved of by the Government) for the performance of the work by this contract provided to be done, and such last-named substituted steamer shall only be permitted to continue running for such time as the Government may determine, and upon such terms as in the event of disagreement shall be determined under clause 101.

69. Should either of the said steamers fail to call at any one or more of the ports of call in regular course, unless prevented by causes over which the Contractor has no control, then a deduction may be made from the amount which would otherwise have become payable for the trip, as hereinafter provided, and the question as to whether or not such deduction shall be made and the amount thereof, if disputed, shall be ascertained and determined by arbitrators, to be appointed as hereinafter provided. If at any time any port of call shall be inaccessible by reason of ice, the Contractor shall land the mails, mail bags and mail packages for

such port at the nearest accessible port to such port of call, and shall convey them to the nearest post office, way post office, or such other place as the Government may direct, without any unnecessary delay, at the expense of the Contractor.

70. All due care and diligence shall be observed and all necessary appliances provided on board the said boats for the comfort and convenience of passengers, and for the preservation of good order and discipline, and for the prevention of all illicit trading or other practices and disorderly conduct on the part of the officers, crew and passengers; and in the event of default or failure in the observance of this clause, the Contractor shall from time to time be subject to such penalty or deduction from the subsidy as may be determined under clause 101.

71. The steamers for Placentia Bay, Trinity Bay, Bonavista Bay and Notre Dame Bay, shall be ready to commence the said several services on or about the first day of May, A.D. one thousand eight hundred and ninety-nine. The steamer for the Labrador (East and North) service shall be ready to commence the said service on or about the first day of July, A.D. one thousand eight hundred and ninety-nine. The steamers for the South and West Coast services shall be ready to commence the said several services on or about the first day of May, A.D. one thousand nine hundred. The service by the steamer *Bruce* shall commence on and from the date of the signing of this contract.

72. In consideration of the due and faithful performance of the said service, and the several parts thereof as hereinbefore provided, the Government agree to pay to the Contractor the several subsidies following, that is to say:—

To the steamer on Placentia Bay, for one hundred and four trips each year, at the rate of one hundred dollars per trip;

To the steamers on Trinity, Bonavista and Notre Dame Bays, for sixty trips each year, at the rate of one hundred and thirty dollars per trip;

To the steamer on the South Coast, from Placentia to Port-au-Basque, for fifty-two trips, at two hundred and fifty dollars per trip;

To the steamer on the West Coast, from Port-au-Port to Battle Harbor, for thirty trips, at three hundred dollars per trip;

To the steamer from St. John's to Labrador (East and North), for ten trips, at one thousand five hundred dollars per trip;

To the steamer between Port-au-Basque and Sydney, for one hundred and fifty-six trips, at one hundred and thirty dollars per trip; and when plying between Placentia and Sydney, one hundred and ninety-five dollars per trip.

73. The steam mail service provided for by the foregoing clauses and every part thereof, shall, except as herein otherwise provided, be performed and continue for a period of thirty years from the date of this contract.

74. The Government will rescind the contract, if any, with Messrs. Angel & Company for the St. John's Dry Dock, and sell and transfer the same to the Contractor for the sum of three hundred and twenty-five thousand dollars. The Contractor also agrees to pay the amount, if any, to which the said Angel & Company shall be found to be entitled as compensation for loss sustained by reason of the termination of their contract, if any, and to remove his machine shops from Whitbourne to St. John's, and to have all flat and freight cars built at the latter place.

75. The Dock shall be exempt from municipal or local taxation.

76. The rates for docking vessels shall not exceed the rates heretofore charged in the said Dock, as set forth in Schedule C. to this Contract.

77. The Contractor shall keep the said Dock and premises at all times in a thorough state of repair, and shall do and perform all dredging necessary to provide full, ready and ample access to, and ingress, egress and regress to and from the said Dock.

78. Her Majesty's warships and vessels belonging to the Government shall have the preferential use of the Dock and premises when required.

79. For the purpose of effecting repairs to vessels in the said Dock, any contractor, mechanic, labourer, or artisan may go into and upon the said Dock at all times, and may carry over the said premises all articles and materials of every description free of charge.

80. The Contractor shall not make or allow exceptional rates or charges, or afford any advantage or privilege whatever to vessels, the work upon which, whilst in Dock, is to be done or performed by the said Contractor.

81. The Contractor agrees that the said Dock shall be continuous-

ly and efficiently operated and used in the manner and for the uses and purposes for which it was constructed and has hitherto been used. And that upon failure in the due observance and performance of this stipulation the said Dock, and all the appurtenances thereto, shall become forfeited to the Government, who shall thereupon have the right to re-enter and take possession of the same for the public use of the Colony.

82. It is agreed that the Contractor shall take over and assume the control and management of the several Telegraph lines in the Colony belonging to the Government, and of all material and other property pertaining thereto, from the first day of April next till the fifteenth day of April, anno domini one thousand nine hundred and four, the Contractor assuming all the cost of maintenance and operation, and receiving the earnings and profits of the lines. The Government agrees to pay to the Contractor for the performance of the said service the sum of ten thousand dollars per annum, which the Contractor agrees to accept in full satisfaction of any loss which he may sustain by reason of any deficit upon the earnings and profits of the lines.

83. It is further agreed that from and after the said fifteenth day of April, A. D. one thousand nine hundred and four, and until the expiration of the said term of fifty years provided by this contract, the Contractor shall continue to maintain and operate the said lines and offices free of any charge to the Colony by way of subsidy or otherwise.

84. It is further agreed that in the event of the Government deciding to make additions or extensions to the present system the Contractor shall construct, maintain and operate the new or additional lines and offices, the Government paying the cost of construction and the annual loss or deficit, if any, upon cost, maintenance and operation.

- (a) For the purpose of determining the amount of earnings and profits of any line or office constructed and operated under this clause, it is agreed that the line or office shall be held to have earned and be entitled to credit for the tariff upon all messages received into or delivered from such office.

85. The Contractor shall have the right, at his own cost, to construct, maintain and operate such extensions or branches of the telegraph system hereby transferred, or such further or additional systems, by wire or cable as he may consider necessary or desirable.

86. It is also agreed that the tariff rates for all messages which

shall be sent over any portion of the system operated by the Contractor under the foregoing clauses shall not exceed twenty-five cents for ten words, and two cents for every additional word. This clause shall not be held to apply to messages by cables passing to and from Newfoundland from and to any other country.

87. It is further agreed that from and after the fifteenth day of April, A.D. one thousand nine hundred and four, the Contractor shall, at his own cost, establish telegraph connection between St. John's and the present Government Office, and the line at Whitbourne, and between the various branches and offices of the present Government system.

88. It is agreed that such legislation shall be enacted as shall be necessary in order to secure the preservation of secrecy in relation to the contents of all telegraph messages passing through the telegraph system under the control of the Contractor, such as the exclusion of all persons except telegraph operators of the offices from the telegraph offices, the imposition of penalties upon all persons guilty of, or parties to the violation of secrecy and other such similar provisions.

89. It is understood that the undertaking on the part of the Contractor to operate the present Government lines shall be construed to include the continuance of the several offices in operation at the time of the making of this Contract.

90. It is further agreed, that for a period of six years, no operators or other servants in the employ of the Government in or upon the said Government offices or lines at the time of the making of this Contract, shall be dismissed or discharged except with the approval of the Government or for sufficient cause.

91. It is further agreed that the Contractor shall, at his own cost, within two years from the making of this Contract, construct telegraph lines to, and establish offices at the following places:

The Gravels, (Port-au-Port); Salvage, (Bonavista Bay); Moreton's Harbor and Exploits Burnt Islands, (Notre Dame Bay.)

And shall, at his own cost, maintain the said lines and offices in operation in the same manner and subject to the same provisions and conditions as are contained in this Contract in respect of the lines and offices hereby transferred.

92. The Contractor shall at all times afford every reasonable facility for the inspection of all telegraph lines comprehended under this contract, by such persons as the Government may appoint for that purpose.

93. The Contractor agrees, at the option of the Government, to be signified within one year from the date of this contract, to purchase and take over the interest and property of the Government in and to the telegraph lines, material and property of and pertaining to the Government telegraphic system hereinbefore described, subject to the several terms and conditions of this contract of maintenance and operation, and to pay the Government, as compensation or purchase money, therefor the sum of one hundred and twenty-five thousand dollars, payable on the fifteenth April, A. D. one thousand nine hundred and four.

94. The Government undertakes to procure the enactment of all such legislation by way of charter or otherwise as may be necessary to secure to the Contractor the power and privilege of maintaining and operating the said telegraph lines, and such additions or extensions thereto as the Contractor may desire to construct and operate.

95. The said telegraph line and property shall be exempt from municipal or local taxation.

96. All payments of capital are to be made to the Contractor in bonds of the Colony bearing interest at three and a half per cent., and all annual payments are to be made in cash quarterly.

97. The Contractor agrees to procure the construction and operation of the Electric Railway in the town of St. John's, provided for by the Act 60 Vic., cap. 20, and to connect the said Street Railway with the said West End terminus of the Railway as soon as the latter shall be completed.

98. The Government agrees, upon the construction of the said Street Railway, to procure the paving of Water Street with granite blocks. The work to be carried out by the Contractor under and according to the specifications forming schedule D. to this Contract, for which the Government agree to pay the Contractor the sum of one hundred and forty thousand dollars.

99. The Government agree to grant to the Contractor the exclusive use of Petty Harbor Pond, or Petty Harbor Long Pond, or such other

lake in the vicinity of St. John's as the Contractor may select for the purpose of providing power for his Electric Railway. In the event of his selecting Long Pond, the Contractor undertakes to construct at his own cost a sufficient water main to and near the West End terminus, the use of which shall be at the disposal of the St. John's Fire Department when necessary in case of fire.

100. It is further agreed between the parties that the Contractor shall not assign or sub-let this Contract or any part or portion thereof to any person or corporation whomsoever with the consent of the Government.

(a) Provided that this clause shall not be held to prohibit or prevent the Contractor from raising money upon bonds or mortgages upon the security of the property the subject matter of this Contract, subject to the provisions and conditions thereof.

101. All matters in difference arising between the parties hereto upon any matter connected with or arising out of this Contract, shall be referred to three arbitrators, one each to be named by the parties hereto, and a third to be named by the Supreme Court or a judge thereof, and the award and decision of any two of the said arbitrators shall be binding, and the award of such arbitrators shall be a condition precedent to the right of either party hereto to bring any action against the other upon any matter of difference arising out of this Contract.

(a) The provisions of the "Arbitration Act, 1895," shall apply to all submissions to arbitration under this contract.

102. The Government undertake to enact all such legislation as may be necessary to give full effect to the contract and its several clauses and provisions thereof, according to the spirit and intent thereof, and also such as may be necessary to facilitate and enforce the collection and payment of fares and rates, the preservation of order and discipline in the trains and stations, and generally to give to the Contractor all such powers, rights and privileges as are usually conferred upon or granted to Railways and Railway Companies for the purposes of their business.

103. This contract is subject to approval and confirmation by the Legislature of the Colony.

In witness whereof His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereto, and has signed these presents, and the said Contractor has hereunto set his hand and seal at St. John's, aforesaid, on the day and in the year just above written.

By His Excellency's command,

(Signed), J. ALEX. ROBINSON,
Colonial Secretary.

(Signed), ROBERT GILLESPIE REID,
By his Attorney: HARRY DUFF REID, [L. S.]

Signed, sealed and delivered
in the presence of

(Signed), M. H. CARTY,
“ CHARLES DAWE.

SCHEDULE A.
LOCAL FREIGHT MILEAGE TARIFF.

Distances Miles		Classes in Cents per 100 lbs.									
Over	Not Over	1	2	3	4	5	6	7	8	9	10
.....	5	8	7	6	5	4	4	4	3	3	3
5	10	10	8	7	6	5	5	4	4	4	4
10	15	12	11	9	8	6	6	5	5	5	4
15	20	14	12	11	9	7	6	6	6	6	5
20	25	16	14	12	10	8	7	6	7	7	5
25	30	18	16	14	11	9	8	7	8	7	6
30	35	20	18	15	13	10	9	7	8	8	6
35	40	22	19	17	14	11	10	8	9	8	7
40	45	24	21	18	15	12	11	8	9	8	7
45	50	24	21	18	15	12	11	9	10	9	7
50	55	26	23	20	16	13	12	10	10	10	8
55	60	26	23	20	16	13	12	10	11	10	8
60	65	28	25	21	18	14	13	11	11	11	9
65	70	28	25	21	18	14	13	11	12	11	9
70	75	30	26	23	19	15	14	12	12	11	10
75	80	32	28	24	20	16	14	12	13	12	10
80	85	32	28	24	20	16	14	12	13	12	10
85	90	34	30	26	21	17	15	13	14	12	11
90	95	34	30	26	21	17	15	13	14	13	11
95	100	36	32	27	23	18	16	13	14	13	11
100	110	36	32	27	23	18	16	14	15	14	12
110	120	38	33	29	24	19	17	14	15	14	12
120	130	38	33	29	24	19	17	15	15	15	13
130	140	40	35	30	25	20	18	15	16	16	13
140	150	40	35	30	25	20	18	16	16	16	14
150	160	42	37	32	26	21	19	16	17	17	14
160	170	42	37	32	26	21	19	17	17	17	15
170	180	44	39	33	28	22	20	17	18	18	15

SCHEDULE A.—(Continued.)
LOCAL FREIGHT MILEAGE TARIFF.

Distances Miles		Classes in Cents per 100 lbs.									
Over	Not Over	1	2	3	4	5	6	7	8	9	10
180	190	46	40	35	29	23	21	17	18	18	15
190	200	46	40	35	29	23	21	18	19	19	16
200	210	48	42	36	30	24	22	18	19	19	16
210	220	48	42	36	30	24	22	18	19	20	16
220	230	50	44	38	31	25	23	19	20	21	17
230	240	50	44	38	31	25	23	19	20	21	17
240	250	52	46	39	33	26	24	20	20	22	18
250	260	54	47	41	34	27	25	20	21	23	18
260	270	54	47	41	34	27	25	20	21	23	19
270	280	56	49	42	35	28	26	20	21	23	19
280	290	58	51	44	36	29	27	21	22	24	20
290	300	60	53	45	38	30	28	21	22	24	20
300	325	64	56	48	40	32	30	22	23	25	21
325	350	66	58	50	41	33	31	23	24	26	22
350	375	68	60	51	43	34	32	23	24	26	22
375	400	70	61	53	44	35	33	24	25	27	23
400	425	72	63	54	45	36	34	25	26	28	24
425	450	76	67	57	48	38	36	26	27	29	25
450	475	78	69	59	49	39	37	27	28	29	26
475	500	80	70	60	50	40	38	28	29	30	27
500	525	82	72	62	51	41	39	29	30	30	28
525	550	84	74	63	53	42	40	30	31	31	29
550	575	86	75	65	54	43	41	31	32	32	30
575	600	90	79	68	56	45	43	33	34	35	32
600	625	94	82	71	59	47	45	34	35	36	33
625	650	98	86	74	61	49	47	36	37	38	35
650	675	102	89	77	64	51	49	37	38	39	36
675	700	106	93	80	66	53	51	38	39	40	37

CARTAGE.—The rates in this Tariff are entirely exclusive of cartage at stations. Under this Tariff, when freight is to be loaded by consignor or unloaded by consignee, not less than one dollar per car per day, or fraction thereof, for delay beyond forty-eight hours in loading or unloading, will be added to the rates named herein, and constitute a part of the total charges to be collected by the carrier of the property.

Rates in the above Mileage Tariff only apply in the absence of special tariffs giving lower rates.

SCHEDULE B.

PLAN OF COAL AREAS.

[Here follows plan shewing area of Crown lands upon which coal has been discovered, reserved by the Government under Minute of Council, dated the 18th Dec., 1891].

SCHEDULE C.

RATES FOR DOCKAGE, ETC.

Upon all vessels owned in the Colony—twenty-five cents per gross ton; lay days, half rate.

Upon vessels not owned in the Colony—steamships under one thousand five hundred tons, twenty-five cents per gross ton; lay days, fifteen cents per gross ton.

Steamships of one thousand five hundred tons and under two thousand tons, thirty cents per gross ton; lay days, twenty cents per gross ton.

Steamships of two thousand tons and over, thirty-five cents per gross ton; lay days, twenty-five cents per gross ton.

Sailing vessels—twenty-five cents per gross ton; lay days half rate.

Lay days in each and every case to commence twenty-four hours after the Dock is dry.

All vessels docked with cargo on board will be charged twenty cents per ton for such cargo.

Three cents per ton will be charged for use of shores and staging.

Bilge blocks required to be moved; cost of moving to be charged to the vessel.

All keel blocks, split out at request of vessel, must be replaced by new ones at vessel's expense.

All vessels requiring steam pump for watering or washing will be charged at the rate of three dollars per hour.

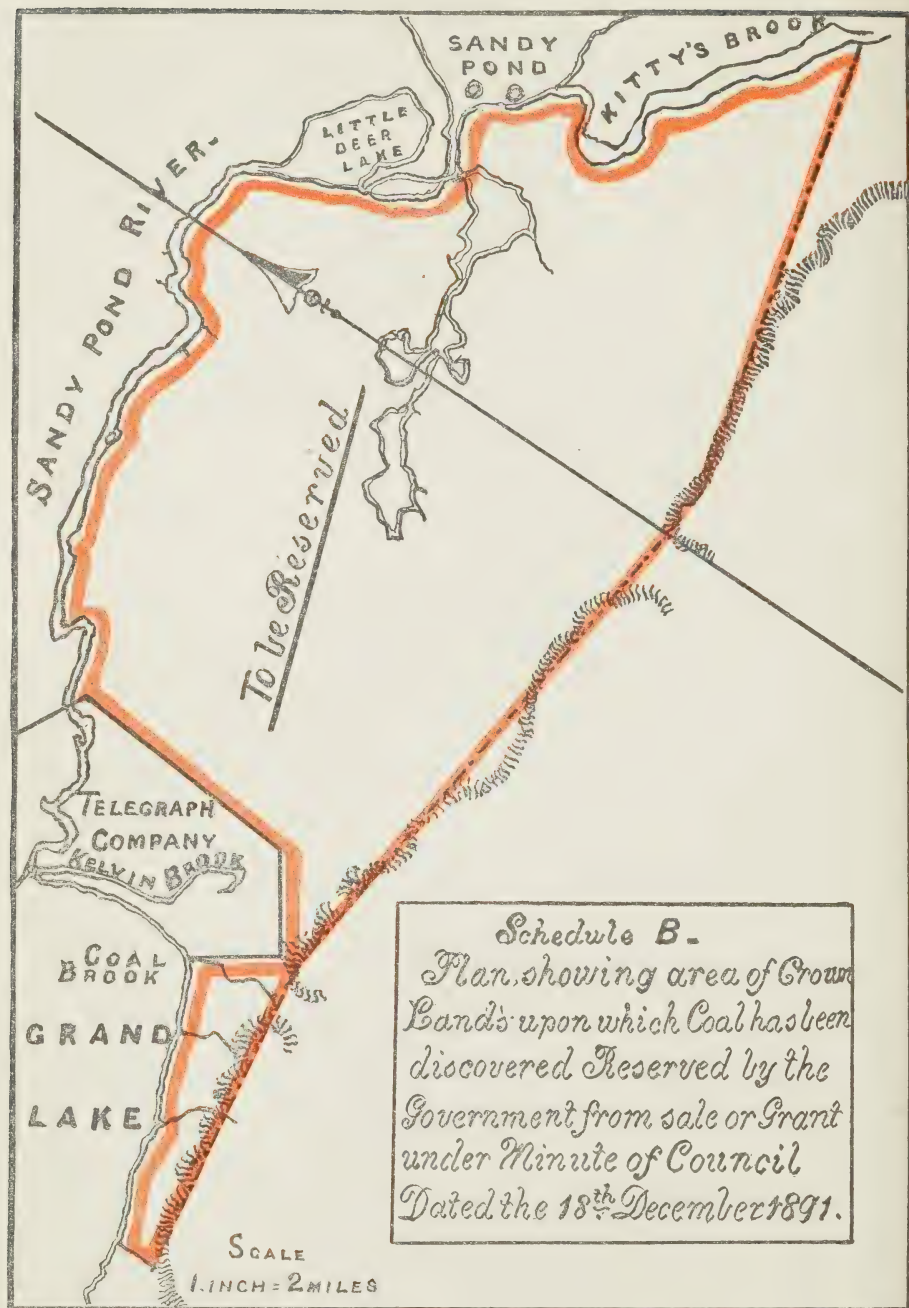
All staging, shores and dirt, must be removed from Dock before the water is let in to float vessel, at her expense.

When work is done on vessels at night, dockage rate will be charged same as lay days.

Special rates for wrecked vessels.

Nothing less than a half lay day charged in any case.

SCHEDULE B.
PLAN OF COAL AREAS.



SCHEDULE D.

SPECIFICATION FOR PAVING OF WATER STREET, ST. JOHN'S.

Water street from South Side Road at Municipal Basin to junction with Cochrane street.

Roadway between sidewalks to be made of granite blocks, dressed about four inches by fourteen inches by seven inches deep, and laid over two inches of sand over six inches of concrete, on carefully prepared foundation. Joints between blocks to be filled with bituminous paving cement.

Sidewalks on each side to be ten feet wide, of concrete six inches deep; curbing eighteen inches deep. The whole to be finished in a neat, substantial and workmanlike manner.

SCHEDULE E.

I,, Receiver General of Newfoundland, do hereby certify that by virtue of an Act passed in the sixty-first year of the Reign of Her present Majesty, entitled "An Act to provide for the maintenance and operation of the Newfoundland Railway, and for other purposes," I have received, by way of loan, from, the sum of dollars, bearing interest at the rate of $3\frac{1}{2}$ per centum per annum, payable half yearly on the first days of July and January in each year, until and after the expiration of fifty years from the date hereof, when the principal sum shall be payable in gold.

Given under my hand, at St. John's, thisday
of, A. D. 189...

.....,
Receiver General.

Countersigned,—

.....,
Colonial Secretary.

62-63 VIC., CAP. 21.

An Act to amend the Acts relating to the Harbor Grace Water Company.

[PASSED 19TH JULY, 1899.]

SECTION

- 1.—Conversion of stock after notice; Guarantee.
- 2.—Surrender of old stock and issue of new.
- 3.—Stock to bear interest at four per cent.
- 4.—Holder of old stock may be paid.

SECTION

- 5.—Money may be raised for this purpose.
- 6.—Directors may lease water power for manufacturing purposes.
- 7.—Directors may make rules to prevent waste.
- 8.—Inspection by Government Engineer.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. It shall be lawful for the directors of the Harbor Grace Water Company, by notice published in the *Royal Gazette* and one other newspaper, to declare that from and after three months from the publication of such notice the stock in the said company shall bear interest at the rate of four per cent. per annum, instead of five per cent., and that the shareholders in the said company shall be entitled to and shall receive in lieu of the scrip or stock certificates held by them new scrip or certificates the interest upon which will be guaranteed by the Government of the Colony.

2. At the time so appointed by the said notice all holders of shares in the capital stock of the company shall surrender to the company their several certificates of stock, and the directors shall thereupon issue to and in favor of the said several shareholders in the place of the said certificates, new certificates of stock for the same number of shares and to the same amounts as respectively set forth in the said certificates surrendered, and on and from the said date so appointed the said certificates and all rights and claims thereunder shall be void and of no effect except to entitle the holders thereof to the interest accruing up to the date so appointed for the surrender thereof, and to the new certificates above provided to be issued in lieu thereof, or to a refund or payment off of the amount of the face value of said scrip so surrendered, as hereinafter provided, together with interest up to the date of payment.

3. The said new certificates of stock shall be signed by the president and countersigned by the secretary of the company, and certified by the Colonial Secretary, and the holders thereof shall, on the production there-

of to the president of the company, be entitled to receive out of the funds at the disposal of the company interest upon the amount of such stock at the rate of four per cent. per annum, and, in default of payment by the said company, the said holders, upon the production of the said certificates, shall be entitled to receive from the funds of the Colony the said interest, which interest, whether paid by the company or Colony as aforesaid, shall be due and payable on the first day of January and July in every year.

4. In the event of any holder of scrip electing to receive the value of such scrip in money, he shall give one month's notice to that effect to the directors, and thereupon the amount of the face value thereof shall be paid to him by the directors.

5. In order to raise the moneys necessary for the paying off of the said scrip, the directors of the company shall have power to issue new certificates of stock in lieu of the scrip so surrendered and paid off to the amount of the said face value, or to such greater or lesser amount as shall be required for the purpose of paying off the scrip or stock so surrendered.

6. The directors of the said company shall have power from time to time to grant or lease the use of water power from the pipes of the company, for manufacturing or other purposes, upon such terms or conditions as may be agreed upon: Provided that it shall be a condition of any such grant or lease, whether therein expressly stipulated or not, that upon the occurring of any fire or the sounding of any alarm of fire, the grantee or lessee shall immediately shut or turn off the water supplied to him, and that in case of his default, the company, or any fire company or brigade, shall have the power to shut or turn off the said supply.

7. The directors of the said company shall have power from time to time to make, alter or amend, or repeal all such rules and regulations as they may deem necessary for prohibiting or preventing the waste or misuse of water, and therein amongst other things to prescribe the size, description, strength and location of the pipes, cocks, cisterns and other apparatus to be used, and to fix and impose penalties for the violation of such rules and regulations, and to prescribe the mode of recovery or enforcement thereof; and such rules and regulations, upon publication in the *Royal Gazette*, shall have the force and effect of law.

8. It shall be lawful for the Government Engineer or any other person appointed by the Governor in Council, upon being so directed by him, from time to time to visit and inspect the works and premises of or

under the control of the company, and to report upon the condition thereof, and thereupon the Governor in Council may make such order as may appear necessary for the remedy or supply of any fault or defect, or the effecting of any improvement in the said works or the management thereof, and it shall be the duty of the directors of the company to carry such order into effect.

62-63 VIC., CAP. 30.

An Act to amend the Act 60 Vic., Cap. 20, entitled "An Act to Incorporate the St. John's Street Railway Company and for other purposes."

[PASSED 19TH JULY, 1899]

SECTION I.—Repeal and substitution.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. Section 32 of the Act 60 Vic., cap. 20, entitled "An Act to Incorporate the St. John's Street Railway Company, and for other purposes," is hereby repealed and the following substituted therefor:—

32. All the rights, powers, privileges and advantages granted to the said company by this Act shall cease and determine unless a railway from the Cross Roads at River Head to a point on Water Street, near Fort William Railway Station, be completed and in operation on or before the first day of July in the year of our Lord one thousand nine hundred.

1 EDWARD VII., CAP. 7.

An Act to amend "The Newfoundland Railway Act," and for other purposes

[PASSED 2ND AUGUST, 1901.]

SECTION

- 1.—Short title.
- 2.—This Act to be read as part of "The Newfoundland Railway Act, 1898."
- 3.—Interpretation clause.
- 4.—Agreement forming Schedule A confirmed.
- 5.—Power to Governor to raise certain sums by sale of debenture bonds.
- 6.—Form of debenture.
- 7.—Form of coupons.
- 8.—Bonds and interest payable out of funds of Colony.
- 9.—Reid Newfoundland Company incorporated by Schedule B.
- 10.—Transfer of Contract to Reid Newfoundland Company confirmed.
- 11.—Nothing to affect clause 38 of Contract of 1898.
- 12.—Continuance of security.
- 13.—Contractor may make by-laws as to rates.
- 14.—Rates to be charged equally.
- 15.—Rates for long distance or large quantities may be proportionately of less amount.
- 16.—Table of rates to be posted.
- 17.—Contractor shall not make discrimination
- 18.—Contractor shall not give special or secret rate.
- 19.—Penalty for unjust rate.
- 20.—Contractor shall have a notice board for overdue trains.
- 21.—Respecting annual returns.
- 22.—Respecting weekly returns.
- 23.—Penalty for false return.
- 24.—Repeal of clause 15 of Contract of 1898.
- 25.—Respecting returns of accidents.
- 26.—Colonial Secretary may prescribe forms of returns.
- 27.—Penalty for default in making returns.
- 28.—Returns privileged communications.
- 29.—Limitation of actions for penalties.
- 30.—Limitation of actions for damages.
- 31.—Repeal of clause 16 of the Contract of 1898.

SCHEDULE A.

- 1.—Interpretation clause.
- 2.—Reconveyance of reversion.
- 3.—Municipal Basin to revert to Government.
- 4.—Consideration of resale of reversion, \$1,000,000, with interest.
- 5.—Respecting the revocation and cancelling of grants, and reassignment by Contractor.
- 6.—Consideration for reassignment, \$850,000.
- 7.—Payments to be in cash or bonds.
- 8.—Extension of term of Contract.
- 9.—Respecting the fencing of the line of Railway.
- 10.—Fence material to be free of duty.
- 11.—Respecting the paving of Water Street.
- 12.—Respecting the West End Depot.
- 13.—Respecting rolling stock and accommodations
- 14.—Inventory of rolling stock yearly.
- 15.—Rescission of clause 8 of Contract of 1898.
- 16.—Respecting the resumption of the control of telegraphs.
- 17.—Government may attach a telegraph line to railway poles.
- 18.—Government may erect telegraph line along railway.

SECTION

- 19.—Respecting railway messages'
- 20.—Government may acquire railway land for offices.
- 21.—Power of Government to enter upon railway for certain purposes.
- 22.—Certain lines taken over from Contractor.
- 23.—Contractor relieved of certain obligations under Contract of 1898.
- 24.—Rescission of certain clauses of the Contract of 1898.
- 25.—Respecting the reporting of the Contractor's steamers.
- 26.—Respecting claims for compensation by the Contractor and the Government.
- 27.—Penalty clause.
- 28.—Respecting the security of \$250,000.
- 29.—Respecting the assignment of Contract.
- 30.—Enactment of necessary legislation.
- 31.—Agreement subject to approval

SCHEDULE B.

Charter of Incorporation.

- 1.—Reid Newfoundland Company incorporated.
- 2.—Capital stock, \$25,000,000—
- 3.—Head office.
- 4.—Contract between Government and Contractor assigned to Company.
- 5.—Certain other Companies are merged in the Company.
- 6.—Powers of the Company.
- 7.—The provisional Directors.
- 8.—Board of Directors, not less than five or more than nine.
- 9.—Respecting the first general meeting and annual meetings.
- 10.—Respecting shares.
- 11.—Respecting calls
- 12.—Respecting transfer of shares.
- 13.—Respecting execution of trusts
- 14.—Respecting liability of persons holding stock as executors, &c.
- 15.—Directors may make by-laws.
- 16.—Respecting the issue of bonds and debentures.
- 17.—Bonds may be in sterling or currency.
- 18.—Stock, &c., to be exempt from taxation.
- 19.—Respecting the declaration of dividends.
- 20.—Respecting an annual financial statement.

SCHEDULES.

Schedule C.—Debenture bond.

Schedule D.—Coupon.

Schedule E.—Capital account.
Bonds negotiated.
Sales of land.
Floating debt.
Characteristics of road.
Cost.
Operations of year.
Freight.
Earnings.
Tariff.
Operating expenses.
Operating expenses.
Operating expenses.
Summary.
Accidents.

Schedule F.—Weekly return.

Whereas it is considered desirable in the public interest to make certain amendments and modifications in and upon "The Newfoundland Railway Act, 1898," and the Contract forming the Schedule thereto, and the Contractor has agreed to the same;

And whereas it has also been agreed that the said Contract as so amended be transferred to and assumed by a Company to be formed and incorporated;

And whereas the said proposed amendments and modifications and the said proposed transfer are contained and set forth in an agreement between the Government and the Contractor, subject to the approval of the Legislature;

And whereas the said agreement is approved of, and it is necessary to confirm and give effect thereto;

Be it, therefore, enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. This Act may be cited as "The Newfoundland Railway Amendment Act, 1901."

2. This Act shall be read in connection with, and be held to be part of, "The Newfoundland Railway Act, 1898."

3. In this Act the words "the Contract" shall mean the Contract forming the Schedule to "the Railway Act, 1898," as amended by the Agreement forming Schedule A to this Act.

4. The Agreement made between His Excellency Sir CAVENDISH BOYLE, K.C.M.G., Governor of the Colony of Newfoundland, on behalf of the Government of the one part, and ROBERT G. REID, of Montreal, in the Dominion of Canada, Railway Contractor, hereinafter called the Contractor, of the other part, dated the twenty-second day of July, A. D. 1901, and forming Schedule A to this Act, and hereinafter called the Agreement, is hereby approved and confirmed, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them respectively, and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful; and, in so far as not by this Act expressly provided for, the parties and each of them, shall have full power and authority to do and perform, or refuse to do and perform, all and singular the several acts, matters or things in and by the

said Agreement provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated and provided by the said Agreement.

5. The Governor in Council shall have power to raise, by the sale of debenture bonds of this Colony issued under the provisions of this Act, a sum not exceeding one million dollars and interest thereon, as provided under clause 4 of the Agreement, and a sum not exceeding eight hundred and fifty thousand dollars, provided by clause 6 of the Agreement.

6. The said debenture bonds shall be of the face value of one hundred pounds each in sterling money of Great Britain, and shall mature fifty years from the date of issue, and shall bear interest at the rate of three and one-half per cent, per annum, payable half-yearly, on the first days of January and July in each year. The said debenture bonds shall be in the form of Schedule C to this Act, or as near thereto as the Governor in Council may find convenient, and shall be signed by the Minister of Finance and Customs and countersigned by the Colonial Secretary, and numbered in succession from one upwards.

7. Coupons shall be attached to the said debenture bonds for the payment of the interest thereon, and shall be in the form of Schedule D to this Act. The said coupons shall be signed by the Minister of Finance and Customs and countersigned by the Colonial Secretary: Provided that the names of the Minister of Finance and Customs and of the Colonial Secretary may be stereotyped as *fac simile* signatures, and in such case they shall be of like force and effect as if signed.

8. The said debenture bonds and interest aforesaid shall be chargeable upon and payable out of the funds of the Colony.

9. For the purpose of incorporating ROBERT GILLESPIE REID, WILLIAM DUFF REID, HARRY DUFF REID, and ROBERT GILLESPIE REID the younger, and those who shall be associated with them in the undertaking under the name of "The Reid Newfoundland Company," and of granting to them the powers and conferring upon them the franchises and privileges embodied in Schedule B. to this Act, the said schedule B. shall have force and effect as if it were an Act of the Legislature, and shall be, and be held to be, an Act of Incorporation.

10. The transfer and assignment of the Contract provided for in and by clause 29 of the Agreement, Schedule A. to this Act, and by section 4 of the Charter of Incorporation, Schedule B. to this Act, shall, on

the first day of September, A.D. 1901, take effect as fully and completely as if the same were embodied in and formed a section of this Act and were specially enacted herein.

11. Nothing in this Act or in the schedules hereto contained shall be held to take away from, alter or affect the provisions of clause 38 of the Contract of 1898.

12. Notwithstanding the sale or disposition by the Reid Newfoundland Company of its undertaking or any part thereof, the security provided by clause 28 of the Agreement shall remain with the Government for the purposes therein provided.

13. Subject to the provisions and restrictions in this Act and the Newfoundland Railway Act, 1898, and the Schedules thereto contained, the Contractor may, by by-laws or otherwise, from time to time, fix and regulate the rates and charges to be demanded and taken for all passengers and goods transported upon the railway, or in steamers belonging to the Contractor.

14. All freight and passenger rates or charges shall always, under the same circumstances, be charged equally to all persons and at the same rate, whether per ton, per mile or otherwise, in respect of all passengers and goods, and railway carriages of the same description, and conveyed or propelled by a like railway carriage or engine, passing only over the same portion of the line of railway; and no reduction or advance, in any such rates or charges, shall be made, either directly or indirectly, in favour of or against any particular company or person travelling upon or using the railway.

15. The rates or charges fixed for large quantities or long distances may be proportionately less than the rates or charges fixed for small quantities or short distances, if such rates or charges are, under the same circumstances, charged equally to all persons; but in respect of quantity no special rate or charge shall be given or fixed for any quantity less than one car load of at least ten tons.

16. The Contractor shall, from time to time, cause to be printed and posted up in his offices, and in every place where the rates are to be collected, in some conspicuous position, a printed board or paper, exhibiting all the rates payable, and particularizing the price or sum of money to be charged or taken for the carriage of any matter or thing.

17. The Contractor, in fixing any rate, shall not, under like con-

ditions and circumstances, make any unjust or partial discrimination between different localities; but no discrimination between localities, which, by reason of competition by water or railway, it is necessary to make to secure traffic, shall be deemed to be unjust or partial.

18. The Contractor shall not make or give any secret or special rate, rebate, drawback or concession to any person; and the Contractor shall, on the demand of any person, make known to him any special rate, rebate, drawback or concession given to any one.

19. Every person from whom the Contractor exacts any unjust or extortionate rate or charge shall, in addition to the amount so unjustly exacted, be entitled to recover from the Contractor as damages an amount equal to three times the amount so unjustly exacted.

20. The Contractor shall have a blackboard put upon the outside of the station house, over the platform of the station, in some conspicuous place at each station at which there is a telegraph office; and when any passenger or mixed train is overdue for half an hour at any such station, according to the time-table, the station master, or person in charge at such station, shall write or cause to be written with white chalk on such blackboard, a notice stating to the best of his knowledge and belief, the time when such overdue train may be expected to reach such station; and if when that time is come the train has not reached the station, the station master or person in charge of the station, shall write or cause to be written on the blackboard in like manner, a fresh notice stating, to the best of his knowledge and belief, the time when such overdue train may be expected to reach such station.

(2) The Contractor, station master or person in charge at any such station is, on summary conviction, liable to a penalty not exceeding five dollars for every wilful neglect, omission or refusal to obey the provisions of this section.

(3) The Contractor shall have a printed copy of this section posted up in a conspicuous place at each station at which there is a telegraph office.

21. The Contractor shall annually prepare returns in accordance with the forms contained in Schedule E. to this Act, of his capital, traffic and working expenditure, and of all information required, as indicated in the said form, to be furnished to the Colonial Secretary; and such returns shall be dated and signed by, and attested upon the oath of the Contractor, or some chief officer in the employ of the Contractor.

- (2) Such returns shall be made for the period included from the date to which the then last yearly returns made by the Contractor extended, or from the commencement of the operation of the Railway, if no such returns have been previously made, and, in either case, down to the last day of June in the then current year.
- (3) A duplicate copy of such returns, dated, signed and attested in manner aforesaid, shall be forwarded by the Contractor to the Colonial Secretary within three months after the first day of July in each year.
- (4) The Contractor shall also, in addition to the information required to be furnished to the Colonial Secretary, as indicated in the said Schedule E., furnish such other information and returns as are, from time to time, required by the Colonial Secretary.
- (5) If the Contractor makes default in forwarding such returns in accordance with the provisions of this section, he shall incur a penalty not exceeding ten dollars for every day during which such default continues.
- (6) The Colonial Secretary shall lay before both branches of the Legislature, within twenty-one days from the commencement of each session thereof, the returns made and forwarded to him in pursuance of this section.

22. The Contractor shall, weekly, prepare returns of his traffic for the next preceding seven days, in accordance with the form contained in Schedule F. to this Act, and a copy of such returns signed by the official responsible for the correctness of such returns, shall be forwarded by the Contractor to the Colonial Secretary within seven days from the day in each week up to which the said returns have been prepared; and another copy of each of such returns, signed by the same official, shall be posted by the Contractor within the same delay, and kept posted up for seven days, in some conspicuous place in the most public room in the head office of the Contractor, and so that the same can be perused by all persons; and free access thereto shall be allowed to all persons during the usual hours of business at such office, on each day of the said seven days not being a Sunday or holiday.

- (2) If the Contractor makes default in forwarding the said weekly returns to the Colonial Secretary, or if he fails to post up and keep posted up a copy thereof as aforesaid, and to al-

low free access thereto as aforesaid, he shall incur a penalty not exceeding ten dollars for every day during which such default continues.

23. Every person who, knowing the same to be false in any particular, signs any return required by the two sections next preceding, is guilty of a misdemeanor.

24. Clause 15 of the Contract of 1898 is hereby rescinded.

25. The Contractor shall, within one month after the first days of January and July, in each and every year, make to the Colonial Secretary, under oath, a true and particular return of all accidents and casualties, whether to life or property, which have occurred on the Railway during the half year next preceding each of the said periods respectively, setting forth:—

(1) The causes and natures of such accidents and casualties;

(2) The points at which they occurred, and whether by night or by day;

(3) The full extent thereof, and all the particulars of the same; and shall also, at the same time, return a true copy of the existing by-laws of the railroad, and of its rules and regulations for the management of the railway.

26. The Colonial Secretary may order and direct, from time to time, the form in which such returns shall be made up, and may order and direct the Contractor to make up and deliver to the Colonial Secretary, from time to time, in addition to the said periodical returns, returns of serious accidents occurring in the course of the public traffic upon the railway, whether attended with personal injury or not, in such form and manner as the Colonial Secretary deems necessary and requires for his information with a view to the public safety.

27. If the returns required under the two sections next preceding, so verified, are not delivered within the respective times in the said sections prescribed, or within fourteen days after the same have been so required by the Colonial Secretary, the Contractor shall forfeit to His Majesty the sum of one hundred dollars for every day during which the Contractor neglects to deliver the same.

28. All returns made in pursuance of any of the provisions of the

seven sections of this Act next preceding shall be privileged communications, and shall not be evidence in any court whatsoever.

29. All actions against the Contractor for penalties incurred under sections 20, 21 and 22, all of this Act, shall be commenced within one month from the date upon which the same shall have been incurred.

30. All actions or suits for damages or injuries sustained by reason of the railway shall be commenced within one year next after the time when such supposed damage is sustained, or, if there is a continuation of damage, within one year next after the doing or committing of such damage ceases.

31. Clause 16 of the Contract of 1898 is hereby rescinded; and upon the issue to the Contractor of the grant or grants provided in clause 5 of the Agreement, all selections and reservations by and for the Contractor shall be held to be cancelled.

SCHEDULE A.

THIS AGREEMENT, made and entered into at Saint John's, in the Island of Newfoundland, this twenty-second day of July, Anno Domini one thousand nine hundred and one, between His Excellency Sir CAVENDISH BOYLE, K.C.M.G., Governor of this Island of Newfoundland and its Dependencies, in Council, hereinafter called "The Government," of the first part, and ROBERT GILLESPIE REID, of Montreal, in the Dominion of Canada, Railway Contractor, hereinafter called "The Contractor," of the second part;

CAVENDISH BOYLE,
Governor,
[L. S.]

Whereas the Government of Newfoundland and the Contractor, on the third day of March 1898, entered into the Agreement which forms Schedule A to "The Newfoundland Railway Act, 1898," and is hereafter called "the Contract of 1898.;"

And whereas the parties hereto have agreed to make certain changes and modifications in the Contract of 1898;

Now this Agreement witnesseth that for and in consideration of the premises and of the payments, covenants, provisions and conditions hereafter contained on the part of the said parties respectively, to be made and performed, the said parties mutually covenant and agree as follows:—

1. In this Agreement the words "the operating Contract of 1893" shall be held to mean and to apply to the Contract between the Government and the Contractor, dated the 16th day of May, A.D. 1893, for the operation of the line of Railway, confirmed by the Act 56 Victoria, chapter 3; and the words "the Contract of 1898" shall mean the Contract dated the 3rd day of March, 1898, confirmed by and forming the Schedule A to "The Newfoundland Railway Act, 1898"; and the present Agreement shall be read in connection with and as part of the said Contract of 1898.

2. The Contractor resells and reconveys to the Government all and every the rights, interests, reversion and property in and to the Newfoundland Railway and system, and the several branches thereof, with all and singular the appurtenances thereto, as sold and conveyed to him by clause 39 of the Contract of 1898.

3. It is agreed that at the expiration of the said Contract, as hereinafter amended, the property known as the Municipal Basin, held by the Contractor under clause 26 of the Contract of 1898, and the property and title therein and thereto, shall revert to and revest in the Government.

4. In consideration of the said resale and reconveyance and revesting provided for in the two next preceding clauses, the Government agrees to pay to the Contractor the sum of one million dollars, with interest at six per cent. per annum from the respective dates of the several payments made under clause 40 of the Contract of 1898.

5. It shall be lawful for the Government, within three months from the making of this Agreement, by notice under the hand of the Colonial Secretary addressed to the Contractor, to revoke and cancel any grant made to him under 56 Victoria, chapter 3, of the Newfoundland Railway Act, 1898, in respect of any land comprised in such grant which was held under any grant, lease, license of occupation, absolute, limited or conditional, or of any license to search, lease or grant of any mining, timber, or other right or interest, granted by or issuing from the Sovereign, the Government of Newfoundland, or any Department thereof, and valid and subsisting, in the case of lands along the line of Railway, at the passing of the Acts aforesaid respectively, and in the case of lands elsewhere, valid and subsisting at the date of the selection of such lands by the Contractor, or in respect of any lands which, at the time of the passing of the said Acts or at the date of such selection, were in the possession or occupation of any person or the subject of applications then pending.

(2) The Contractor may, at any time within three months after the

receipt of the said notice, notify the Government of his intention not to hold the remainder of any one mile block out of which land has been taken aforesaid, and shall re-assign and re-convey the said remainder to the Government.

- (3) The Contractor may re-assign and re-convey to the Government so much of any block or section of land granted to him along the line of Railway as will reduce the said block or section to a depth of eight miles.
- (4) If, after the foregoing revocations, re-assignments and re-conveyances are made, the Contractor is in possession of a greater quantity of land than he is entitled to under the operating Contract of 1893, the Contractor shall re-assign and re-convey to the Government such surplus from the lands granted to him elsewhere than along the line of Railway.
- (5) For the purpose of carrying into effect the foregoing provisions of this clause the Contractor shall deliver to the Government all the grants of land obtained by him after the 3rd day of March, 1898, for cancellation, and the Government shall cancel the same, and shall issue to the Contractor a new grant or grants of all such lands as he may be entitled to after all the revocations, re-assignments and re-conveyances are made as aforesaid.

6. In consideration of the revocations, re-assignments and re-conveyances provided for in the preceding clause, and of the re-assignment and transfer provided for in clause 40 of the Contract of 1898, the Government agrees to pay to the Contractor the sum of eight hundred and fifty thousand dollars.

7. All payments to be made by the Government under this Agreement shall be made in cash or the equivalent thereof in bonds of the Government, payable in fifty years, bearing interest at the rate of three and a half per cent., payable half yearly.

8. The term provided by the said Contract of 1898 for the maintenance and operation of the Newfoundland Railway is hereby extended to a term or period of fifty years from the first day of August, A. D. 1901, and all and singular the clauses and provisions of the said Contract of 1898 and of this Agreement relating to the maintenance and operation of the said Newfoundland Railway shall continue and be in force for and during the said extended term or period.

9. Where any part of the said Newfoundland Railway, or branches thereof, passes through any occupied and improved land, or passes within one mile of any town, village or settlement, the Contractor shall, if required in writing by the Colonial Secretary or by the occupant of any such land, within six months of such request, erect and maintain at his own expense,—

- (1) Fences on each side of the Railway, of the height and strength of an ordinary division fence, with openings or gates, or bars or sliding or hurdle gates, with proper fastenings therein, at farm crossings of the Railway; and
- (2) At the crossings of all highways that are fenced, cattle guards suitable and sufficient to prevent cattle and other animals from getting on the Railway.

If such fences, gates and cattle guards are not duly made and completed, or if after they are so made and completed they are not duly maintained, the Contractor shall be liable for all damages done on the Railway by his trains or engines to the cattle, horses, or other animals of the occupant of the land, or of the inhabitants of the settlement in respect of which such fences and gates have not been made, completed or maintained, or, in the case of failure to erect or maintain cattle guards, to all cattle, horses, or other animals which shall be upon the Railway in consequence of the failure to erect or maintain such guards.

10. All materials to be used by the Contractor in the construction of fences, gates and cattle guards, shall be admitted into the Colony free of duty.

11. The paving of Water Street by the Contractor, under clause 98 of the Contract of 1898, shall be completed before the thirtieth day of September, A.D. 1902, under a penalty of fifty dollars per day for every day after the said thirtieth day of September, 1902, during which the said work remains uncompleted.

12. The Depot at the West End terminus of the Railway, provided for by clause 27 of the Contract of 1898, shall be completed before the thirtieth day of September, A.D. 1902, under a penalty of fifty dollars per day for every day after the said thirtieth day of September, 1902, during which the said work remains uncompleted.

13. The Contractor shall, from time to time, subject to the approval of the Government, which approval shall not be unreasonably withheld, furnish rolling stock, equipment and accommodations, in addition to those

now upon or in connection with the Railway, as fast and in such quantity and of such description as the developing and increasing business of the Railway may require, so that the traffic requirements of the country may be fully met. At the termination of this Agreement such additional rolling stock, equipment and accommodations, and also such additional branches and other improvements as shall after this date have been constructed or erected with the consent of the Government, shall be taken over by the Government and paid for at a fair valuation: Provided that this clause shall not be held to apply to any rolling stock, equipment or accommodations, or to any construction or maintenance work which the Contractor is under obligation to provide under any existing Contract, except the Depot at the West End of St. John's, provided for under clause 7 of the Contract of 1898.

14. At the end of each year during the continuance of the present Agreement the parties hereto shall have a statement made out and attested of the additions during the said term that come within the provisions of the foregoing clause. If they cannot agree, each party shall furnish the other with a statement which he claims to be correct. No statement of expenditure or value shall be included therein.

15. Clause 8 of the Contract of 1898 is hereby rescinded.

16. The Government shall, on the first day of September, 1901, resume the possession, management and control of all lines of telegraphs, telegraph offices and stations, and all material and other property pertaining thereto, now under the control and management of the said Contractor under and by virtue of the Newfoundland Railway Act, 1898. The subsidy of ten thousand dollars per annum, payable to the said Contractor for the performance of telegraph service under the said Act, shall determine on the first day of September, 1901.

17. The Government shall have the right to attach to the telegraph posts now along the Newfoundland Railway and its branches, or that may hereafter be erected by the Contractor along said Railway or branches, at the cost of the Government, or to such of them as it may be necessary to use for that purpose, a line or lines of telegraph, with the necessary insulators and appliances in connection therewith, between such points on the said Railway and branches as the Government may from time to time require. The said telegraph line or lines shall be the exclusive property of the Government. The Government shall at its own cost maintain the same.

18. The Government may, at any time that it may deem advisable,

erect and maintain an independent line of telegraphs on a separate line of poles of its own along the said Railway and branches.

19. The Contractor shall not send, or permit to be sent, by the Railway wires or wire, or any of them, any communications whatsoever other than such as relate exclusively to the Contractor's business, as hereinafter defined, save when the said Railway wires shall be used, as herein provided, for the purpose of transmitting Government telegrams: Provided that messages on the Contractor's business herein called "Railway telegrams," shall, in this Agreement, be held to mean such telegraphic communications or messages only as shall be sent by officials of the Contractor, and shall purport to concern the despatch and arrival of the Contractor's trains or rolling stock, or steamers, or the condition or requirements of any portion of the Contractor's permanent way, station houses, or other property or affairs whatsoever, or luggage of passengers misssent, forgotten or delayed, or for the purpose of summoning the attendance on any portion of the Contractor's property, of any of the Contractor's officials or agents, or of preventing such attendance; and the said words "Railway telegrams" shall not under any circumstances extend to include or mean telegraph communications or messages interchanged between parties, whether officials or agents of the Contractor or not, concerning the private or personal convenience of the sender or any other matter or thing whatsoever, and no telegram shall be deemed a message on the Contractor's business within the meaning of this Agreement unless the person signing the same as sending it be the Contractor or an official in the employment of and paid by the Contractor at the time being.

20. The Government shall have the right to acquire such land as they may deem sufficient adjacent to any Railway station, for the purpose of erecting thereon a suitable telegraph office for their own separate use. The amount of compensation to be paid for land so acquired shall be determined by arbitration, and no action or suit shall be brought against the Government in respect of such lands, unless and until the amount shall have been so determined.

21. The Government shall have full liberty, power and authority for their agents, overseers and workmen, from time to time, and at any time during the period of the Contractor's operation of the said Newfoundland Railway and branches, for all and any of the purposes of clauses 16 to 22 of this Agreement to enter into and upon all and singular the said Newfoundland Railway and branches or any of them, and then and there to do and execute all such works, acts and things as may be necessary for carrying into effect the purposes of such clauses and the provisions therein contained or any of them.

22. The Government shall, on the first day of September, 1901, take over from the Contractor and assume the management and control of the branch line of telegraph from the Newfoundland Railway near Main Gut, Bay St. George, to Port-au-Port.

23. The Government relieves the Contractor from obligation under the Contract of 1898 to construct and maintain telegraph lines to and establish and maintain offices at Salvage (Bonavista Bay); Moreton's Harbor and Exploits, Burnt Islands, (Notre Dame Bay); and the Government reserves to itself, except as herein provided for and except as provided for in the Anglo-American Telegraph Company's Charter, the exclusive right to construct, maintain and operate lines, offices and stations for (and other means of) telegraphic communication.

24. Clauses 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94 of the Contract of 1898 shall, from and after the first day of September, 1901, cease to be of any force and effect.

25. The Government shall, free of charge, transmit over all their inland telegraph lines reports of arrivals and departures of steamers of the Contractor.

26. If the Contractor shall claim that in consequence of the foregoing clauses 16 to 25 inclusive, he has sustained or suffered, or will sustain or suffer loss or damage, or if the Government shall claim that the Contractor has derived or will derive benefit or advantage therefrom, the question of such claim or claims and of the amount, if any, to which either party shall be entitled as compensation therefor, shall be determined by arbitration in manner provided by clause 101 of the Contract of 1898.

27. If the Contractor shall make default in performing or observing any of the obligations or stipulations contained in clauses 3, 4, 9, 10, 35, 59, 67, 77, 79, 80, of the Contract of 1898, he shall be liable for every such default to a penalty not exceeding five hundred dollars, and to a further penalty not exceeding fifty dollars per day during which such default continues.

28. The sum of two hundred and fifty thousand dollars, which was deposited with the Government for the performance of the Contract for the construction and equipment of the Northern Railway, shall be held by the Government as security for the due and faithful performance of this Contract by the Contractor, and such security shall be and remain with the Government during the full period over which this Contract ex-

tends: Provided that, with the approval of the Government, other good and approved bonds, of equal amount, may be substituted for the two hundred and fifty thousand dollars in money or bonds originally deposited as security.

29. The Government agrees that the Contract of 1898, as altered and amended by the present Agreement, be assigned and transferred to "The Reid Newfoundland Company," to be incorporated by and under the Charter of Incorporation forming the Schedule to this Agreement, as therein more fully set forth.

30. The Government undertakes to enact all such legislation as may be necessary to give full effect to this Agreement and the several clauses and provisions thereof, according to the spirit and intent thereof.

31. This Agreement is subject to approval and confirmation by the Legislature.

In witness whereof His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereto, and has signed these presents, and the said Contractor has hereunto set his hand and seal, at St. John's, aforesaid, on the day and in the year first above written.

By His Excellency's command,

(Signed), R. BOND,
Colonial Secretary.
(Signed), R. G. REID.

Signed, sealed and delivered, in the
presence of

(Signed), W. H. HORWOOD.
(Signed), MARTIN W. FURLONG.

SCHEDULE B.

CHARTER OF INCORPORATION.

1. ROBERT GILLESPIE REID, of Montreal, in the Dominion of Canada, WILLIAM DUFF REID, HARRY DUFF REID and ROBERT GILLESPIE REID, the younger, all of the town of St. John's, in Newfoundland, with all such other persons and corporations as shall become shareholders of the Company hereby incorporated, are hereby constituted a body corpor-

ate and politic by the name of "The Reid Newfoundland Company," hereinafter called the Company.

2. The capital stock of the Company shall be twenty-five million dollars, divided into shares of one hundred dollars each.

3. The head office of the Company shall be in St. John's, Newfoundland.

4. The Agreement or Contract between the Government of Newfoundland and Robert Gillespie Reid, dated the third day of March, one thousand eight hundred and ninety-eight, and forming Schedule A to the Newfoundland Railway Act, 1898, as altered and amended by the Agreement between the said parties of the twenty-second day of July, 1901, shall, on and from the first day of September, 1901, under and by virtue of the present Act, be assigned, transferred and made over to the Company, and all the properties, assets, rights, privileges, franchises, obligations and burdens of the said Robert Gillespie Reid under the said Contract and Agreements, and under any other Contract or Agreement between said parties, and under the Newfoundland Railway Act, 1898, and the amending Act of 1901, shall, under and by virtue of the present Act, on and from the first day of September, 1901, be assigned, transferred and made over to and vested in and assumed by the Company hereby incorporated, as fully and completely and with the same effect as if the name of the Company had appeared in the said Contracts, Agreements and Acts instead of the name of the said Robert Gillespie Reid.

5. The Reid Railway Lands Company, Limited, incorporated under the Companies' Act, 1899, on the eighteenth day of July, 1900; the Reid Steamship Company, Limited, incorporated under the same Act, on the sixth day of July, 1900; and the St. John's Street Railway Company, incorporated under the "St. John's Street Railway Charter, 1896," shall, on and from the first day of September, 1901, under and by virtue of the present Act, be merged in the Company hereby incorporated, and all the properties, assets, rights, privileges, franchises, powers, obligations and burdens of the said several Companies, and each of them, on and from the said first day of September, 1901, assigned, transferred and made over to, and vested in and assumed by, the Company hereby incorporated.

6. The Company shall have power—

- (1) To construct, equip, maintain and operate the Newfoundland Railway, referred to in said Agreement of the third day of March, 1898, and any branch or branches thereof, and to

carry out the obligations and undertakings of the said R. G. Reid therein, or any other Agreement with respect thereto, and to purchase, lease, or otherwise acquire, construct, equip, maintain and operate such other railways as the Company may deem advisable;

- (2) To build, purchase, charter, hire, or otherwise acquire steam and other ships and vessels, and to hold any shares or interests in the same or in companies owning or interested in such ships or vessels, and to employ, charter, lease, or hire the same in any way the Company may deem advisable;
- (3) To carry on the business of an express company, and of carriers, shippers, forwarders, transportation agents, dredgers, tug owners, wharfingers, warehousemen and commission agents, and also the business of proprietors of dry and other docks, dockyards, wharves, piers and elevators, and the business of underwriters and marine insurance;
- (4) To purchase, lease, or otherwise acquire and hold any timber, mineral or other lands, or any water, water powers or privileges, rivers or streams or interest therein; to develop, improve, sell, or otherwise dispose of the same or any interest therein by lease, license, or for a royalty, or in any manner whatsoever; to erect houses and other buildings, and sell, lease, or otherwise dispose of the same; to construct, purchase, lease, or otherwise acquire, work and operate any saw mills, pulp mills, paper mills, peat works, smelters, or any other kind of manufactory; to work mines and quarries of any kind, and to make merchantable and deal in the products or manufactures thereof, and to lease the same, and to carry on the business of land, forest and mine owners, and dealers, lumber manufacturers, pulp makers, paper makers, miners, quarrymen, and of dealers in any or all of the foregoing articles;
- (5) To carry on any kind of manufacture or trade, and to deal in goods, wares and merchandize of any kind;
- (6) To purchase, construct, lease, maintain and operate street railways, electric railways, roads, bridges, reservoirs, tramways, canals, flumes, tanks, water works, electric works, gas works, and other works and conveniences conducive to the interests of the Company in its business;

- (7) To erect, purchase, lease, or otherwise acquire buildings to be used as hotels, restaurants, and other houses of public entertainment, and to manage and conduct the same, and to establish and maintain parks and other places of public resort;
- (8) To enter into partnership, joint adventure, or co-operation, or arrangements with any person or corporation in any business or transaction similar to that which the Company is authorized to carry on, or which may directly or indirectly benefit the Company, and to take or otherwise acquire or hold shares or stock or securities of, and to subsidize or otherwise assist any such corporation, and to sell or otherwise deal with such shares, stock or securities;
- (9) To carry on any branch or branches of business incidental to any of the foregoing objects or powers of the Company, subsidiary thereto, or which may be deemed necessary or desirable to enable the Company more profitably to carry on its undertaking;
- (10) To exercise and enjoy all the privileges and immunities, and to do all acts requisite or incidental to the carrying on of its undertaking;
- (11) To sell or otherwise dispose of the undertaking of the Company or any part thereof.

7. The said ROBERT GILLESPIE REID, WILLIAM DUFF REID, HARRY DUFF REID and ROBERT GILLESPIE REID, the younger, shall be the provisional Directors of the Company, and shall have power to open subscriptions for and to allot stock, to receive and collect payments on account thereof, and generally to take such steps as they may deem necessary for the organization of the Company. They shall hold office and manage the affairs of the Company until the election of directors, as hereinafter provided.

8. The affairs of the Company shall be managed by a board of not less than five nor more than nine directors, who shall be elected annually by the shareholders by ballot, the number being determined by the shareholders from time to time. The directors shall elect from their number a President and one or more Vice-Presidents. Vacancies in the board during the year shall be filled by the remaining directors.

9. The first general meeting of shareholders shall be held in the town of St. John's for the organization of the Company, the election of

directors, and the transaction of general business. Two weeks' notice of the time and place of holding such meeting shall be given in the *Royal Gazette*. If any annual meeting of the shareholders is not held at the time appointed, the directors shall hold office until a meeting is held and their successors elected. Special meetings of the shareholders may be called by the directors at any time, and shall be called by them on the written requisition of one-fifth in value of the shareholders. The object of the meeting shall be stated in the requisition and notice. Each shareholder shall have one vote for each share held by him for at least thirty days before the meeting on which no call is then due and payable. A qualified shareholder may vote and act as a proxy for other shareholders.

10. Shares may be issued as fully paid up or partly paid up shares for value *bona fide* received by the Company, either in money at par or at such price and upon such conditions as the directors may determine, or as the consideration or part of the consideration of any Contract made by the Company. No shareholder shall be liable as such beyond the unpaid amount of his shares.

11. The directors may, from time to time, make calls upon shares not fully paid up. No such call shall exceed ten per cent., and there shall be an interval of at least thirty days between calls. If such calls are not paid the Company may sue for, collect and recover the same, or the directors may declare such shares to be forfeited.

12. No assignment or transfer of any share shall be valid unless it is made, registered and accepted in a book kept for that purpose. The directors may refuse to allow the transfer of any share not fully paid up.

13. The Company shall not be bound to see to the execution of any trust, whether express, implied or constructive, to which any share of its stock may be subject.

14. No person holding stock in the Company as executor, administrator, guardian, trustee or representative of or for any person named in the books as being so represented by him shall be personally liable as a shareholder, but the person or persons or estates represented shall be liable; but if the person or persons or estates represented are not so named, he shall be personally liable as if such stock were held in his own name.

15. The directors may make bye-laws to regulate the following matters relating to the management of the Company, that is to say: the time, place and notice to be given of the annual meeting and of regular and special meetings of the shareholders, and the quorum thereat; the requirements as to proxies; the number of directors; their qualification, re-

muneration and quorum; the powers and duties of the President and of the other officers of the Company; the allotment and transfer of shares; the issue and registration of stock and share warrants; the opening and management of offices where stock registers may be kept and any business of the Company transacted; the making and notice of calls, the collection thereof and the forfeiture of shares for non-payment; the declaration and payment of dividends; the execution of deeds, bonds, debentures, agreements, bills, notes, cheques and other instruments by or on behalf of the Company; and generally the conduct and managements in all respects of the affairs and business of the Company. But every such bye-law and every amendment, repeal or re-enactment thereof, unless in the meantime confirmed at a general meeting of the Company duly called for that purpose, shall only have force and effect until the next annual meeting of the Company, and in default of confirmation thereat shall at and from that time cease to have effect.

16. The directors may also pass bye-laws authorizing the issue of bonds, debentures or debenture stock, secured by a mortgage charge or lien upon the real or personal property, assets and franchises of the Company, including the uncalled capital, or any portion or portions thereof, or the mortgage or pledge of such property, assets and franchises to secure any indebtedness of the Company; or the increase of the capital stock, or the issue of a portion of the capital stock of the Company as preference stock; but no bye-law for any of the foregoing objects shall have any force or effect or be acted upon until it has been approved by a vote of two-thirds in value of the shareholders present in person or by proxy at a meeting duly called for considering the subject of such bye-law.

17. The said bonds, debentures, debenture stock, mortgages and other securities of the Company, may be issued either in sterling or currency, or partly in sterling and partly in currency, and may be made payable, as to principal or interest, at such place or places as may be determined by the bye-law authorizing their issue.

18. The stock, dividends, bonds, debentures, debenture stock, mortgages, and other securities of the Company, shall be exempt from taxation.

19. The directors may declare quarterly, semi-annual, or annual dividends out of the profits of the Company, and may close the transfer books during a certain time not exceeding fifteen days before the payment of each dividend.

20. The directors shall submit to the shareholders, at each annual

CCYX. NEWFOUNDLAND RAILWAY AMENDMENT ACT.

meeting, a duly audited financial statement, and also a full statement of the affairs of the Company for the preceding year and of its position at the close of the year.

(Signed), R. BOND,
Colonial Secretary.
(Signed), R. G. REID.

Witnesses:

(Signed), W. H. HORWOOD.
(Signed), MARTIN W. FURLONG.

SCHEDULE C.

NEWFOUNDLAND GOVERNMENT.

Debenture Bond Issued under "The Newfoundland Railway Act, 1898."
No. £100 stg.

Know all men by these presents, that the Newfoundland Government is indebted to the bearer hereof in the sum of one hundred pounds sterling, which it promises to pay the bearer hereof at its agency in London, England, on the first day of January, 19...; the interest upon which at the rate of three and one-half per cent. per annum, the said Government promises to pay in sterling at its agency in London, England, on the first day of January and first day of July in each year, on presentation of one of the coupons attached hereto.

In witness whereof, the Governor has caused these presents to be signed by the Minister of Finance and Customs of this Colony, and countersigned by the Colonial Secretary thereof, this day of, 19....

.....,
Minister of Finance and Customs.

.....,
Colonial Secretary.

NEWFOUNDLAND RAILWAY AMENDMENT ACT.

SCHEDULE D.

NEWFOUNDLAND GOVERNMENT.

Debenture Coupon, £1 15s 0d.

The Newfoundland Government will pay to bearer on the first day of, one pound fifteen shillings sterling, at its agency in the city of London, England, being six months' interest due on Bond No.....

.....
Minister of Finance and Customs.

.....,
Colonial Secretary.

SCHEDULE E.

No. 1.

Capital Account.

	Authorized	Subscribed.	Paid up.	Interest or Dividend
Total ordinary share capital....				
Preference share capital.....				
Total amount of bonds.....				
Total capital.....				

No. 2.

Bonds, &c., Negotiated.

Amounts.	Rate of Interest.	Date	Prices.

No. 3.

Sales of Land by the Contractor.

Acres Sold.	Price.	Amount.

No. 4.

Floating Debt.

Amount	Rate of Interest.	Remarks.

No. 5.

Characteristics of Road.

	Miles.
Length of Main Line from .....to .....,	.....
“ Branch “to .....,	.....
“ “ “to .....,	.....
Total mileage worked ... ..	.....
Length of road laid with iron rails ... ..	.....
“ “ “ steel “ ..... ..	.....
Length of sidings ... ..	.....
“ double track ... ..	.....
	Lbs.
Weight of rail, per yard, main line—iron .. ..	.....
“ “ “ —steel .. ..	.....
“ “ branches—iron .. ..	.....
“ “ “ —steel .. ..	.....

Number of Engine houses and shops . . . . .	.....
“ Engines owned by Contractor . . . . .	.....
“ Engines hired by Contractor . . . . .	.....
“ First-class passenger cars owned by Contractor . .	.....
“ First-class passenger cars hired by Contractor . .	.....
“ Second-class and emigrant cars owned by Contractor . . . . .	.....
“ Second-class and emigrant cars hired by Contractor . . . . .	.....
“ Baggage, mail and express cars owned by Contractor . . . . .	.....
“ Baggage, mail and express cars hired by Contractor . . . . .	.....
“ Cattle and box freight cars owned by Contractor . . . . .	.....
“ Cattle and box freight cars hired by Contractor . . . . .	.....
“ Platform cars owned by Contractor . . . . .	.....
“ Coal and box freight cars owned by Contractor . . . . .	.....
“ Coal and box freight cars hired by Contractor . . . . .	.....
“ Tires to unit, main line . . . . .	.....
“ “ “ branches . . . . .	.....
Nature of fastening to secure joints of rail . . . . .	.....
Number of level road crossings at which watchmen are employed . . . . .	.....
“ level road crossings without watchman . . . . .	.....
“ overhead bridges . . . . .	.....
Height of overhead bridges above rail level . . . . .	.....
Number of junctions with branch lines . . . . .	.....
Radius of sharpest curve . . . . .	.....
Number of feet per mile of heaviest gradient . . . . .	.....

No. 6.

Cost of Railway and Rolling Stock.

Cost of grading, masonry, building stations, &c.	\$.....
Cost of rolling stock of all kinds, including workshops . . . . .	.....
	<hr/>
	\$.....

No. 7.

Operations of Year and Number of Miles run.

1. Miles run by passenger trains . . . . .	.....
2. Miles run by freight trains . . . . .	.....
3. Miles run by mixed trains . . . . .	.....
4. Total miles run by trains . . . . .	.....
5. Total miles run by engines . . . . .	.....
6. Number of passengers . . . . .	.....
7. Total number of tons of freight . . . . .	.....
8. Average speed of passenger trains . . . . .	.....
9. Average speed of freight trains . . . . .	.....
10. Average weight of passenger trains in motion . . . . .	.....
11. Average weight of freight trains in motion . . . . .	.....

No. 8.

Description of Freight.

	Weight.
1. Flour—barrels . . . . .	.....
2. Live stock . . . . .	.....
3. Lumber . . . . .	.....
4. Fish . . . . .	.....
5. Manufactured goods . . . . .	.....
6. Other articles . . . . .	.....

No. 9.

Earnings.

1. Passenger traffic	\$.....
2. Freight . . . . .	.....
3. Mails . . . . .	.....
4. Other sources . . . . .	.....

	\$.....

No. 10.

Tariff of Rates and Charges.

No. 11 (A).

Operating Expenses: Maintenance of Line, Buildings, &c.

1. Wages	\$.....
2. Cost of rails and fastenings . . . . .	.....
3. Ballasting . . . . .	.....
4. Repairs to bridges, etc. . . . .	.....
5. Loss and damage to freight . . . . .	.....
6. Repairs to fences . . . . .	.....
7. Clearing snow . . . . .	.....
8. Engineering superintendence . . . . .	.....
	<hr/>
	\$.....
	<hr/>

No. 11 (B).

Operating Expenses: Working and Repairs of Engines.

1. Wages	\$.....
2. Cost of fuel . . . . .	.....
3. Repairs to engines and tenders . . . . .	.....
4. Oil, tallow, etc. . . . .	.....
5. Pumping engines . . . . .	.....
6. Repairs, tools and machinery . . . . .	.....
7. Superintendence . . . . .	.....

No. 11 (C).

Operating Expenses: General.

1. Wages and material for repairs of passenger cars	\$.....
2. Wages and material for repairs of freight cars and snow ploughs . . . . .	.....
3. Superintendence . . . . .	.....
	<hr/>
	\$.....
	<hr/>

No. 11 (D).

Operating Expenses: General.

1. Office expenses, management, etc.	\$.....
2. Station agents, clocks, posters, etc. . . . .	.....
3. Conductors, etc. . . . .	.....
4. Compensation for injuries . . . . .	.....
5. Loss and damage to freight . . . . .	.....
6. Cattle killed . . . . .	.....
7. Ferries, etc. . . . .	.....
8. Foreign agencies . . . . .	.....
9. Small stores . . . . .	.....
10. Other charges . . . . .	.....
	<hr/>
	\$.....
	<hr/>

No. 12.

Summary of Operating Expenses.

(A)	\$.....
(B) . . . . .	.....
(C) . . . . .	.....
(D) . . . . .	.....
	<hr/>
Total cost of operating	\$.....
	<hr/>

No. 13.

Accidents.

CAUSE OF ACCIDENT.	PASSENGERS		EMPLOYEES		OTHERS		OTHERS	
	Killed.	Injured.	Killed.	Injured	Killed	Injured	Killed	Injured.
Fell from cars or engines.....								
Jumping off when in motion.....								
Walking or being on track								
Putting arms or heads out of windows... ..								
Coupling cars..... ..								
Collisions.. ..								
Explosions								
Striking bridges								
Total								

The following is a statement of the date of each accident, the place where it occurred, the cause of the accident, the extent of the injury to each person injured, the name of each person:—

Date.	Name and Place.	Nature and cause of Accident.

SCHEDULE F.

NEWFOUNDLAND RAILWAY.

Return of traffic for the week ending, 19... , and
the corresponding week, 19...

	Passengers.	Freight and Live Stock.	Mails, &c.	Total.
19				
19				
Increase				
Decrease				

Aggregate traffic from , 19

Date.	Passengers.	Freight and Live Stock.	Mails, &c.	Total.
19				
19				

2 EDWARD VII., CAP. 7.

An Act to amend 56 Vic., Cap. 11, entitled "An Act to incorporate the Placentia Water Company."

[PASSED APRIL 22, 1902.]

SECTION 1.—Power to increase Capital by \$2,000.

Whereas it is expedient to amend the said Act 56 Vic., Cap. 11, so as to enable the Placentia Water Company to extend its Capital Stock.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Placentia Water Company as incorporated by the said Act 56 Vic., Cap. 11, shall have power to increase its Capital Stock by the amount of Two thousand dollars, subject in all respects to the provisions of the said Act, and such further stock shall have the like advantages as heretofore provided, with respect to the stock first subscribed.

2 EDWARD VII., CAP. 8.

An Act to Incorporate the United Towns' Electrical Company, and for other purposes.

[PASSED APRIL 22, 1902.]

SECTION

- 1.—Certain persons incorporated as "The United Towns' Electrical Company."
- 2.—Capital Stock, \$30,000.
- 3.—Limitation of liability.
- 4.—Head Office.
- 5.—Five of petitioners to be provisional directors;
- 6.—Directors to be appointed when \$20,000 subscribed.
- 7.—Respecting the Board of Directors and the election thereof.
- 8.—Company may commence operations when 20 per cent. paid-up of \$20,000 subscribed.
- 9.—Powers of the Company.
- 10.—Company may dispose of surplus electricity.
- 11.—Directors may make bye-laws:
 - (1) Fares in town limits;
 - (2) Fares without town limits.
- 12.—Respecting the transfer of Stock.
- 13.—Directors may increase Capital.
- 14.—Respecting the powers of Directors to issue bonds and debentures:
 - (a) May pledge or sell such bonds;
 - (b) Such bonds may not be less than \$20.
 - (c) Power may be exercised from time to time.
- (2) The Company may secure bonds by charge on property and may assign powers to holders thereof.
- [3] The Bonds shall be a preferential charge and each holder a mortgagee.
- (4) Respecting default and proceedings thereupon.

SECTION

- (5) Respecting the transfer of such bonds.
- 15.—Railway of Company may cross other railway
- 16.—Respecting the powers and privileges of the Company.
- 17.—Company shall conform to grades of streets.
- 18.—Powers of Government with respect to roads and streets.
- 19.—Respecting stoppages and speed of cars.
- 20.—Respecting stoppages of cars.
- 21.—Entering and leaving cars.
- 22.—Announcement of names of streets.
- 23.—Signal lights on cars.
- 24.—Sounding of gong on cars.
- 25.—Cars shall be numbered.
- 26.—Passenger cars.
- 27.—Respecting the laying of rails.
- 28.—Right of cars to use tracks.
- 29.—Right of Company to use waters of certain ponds.
- 30.—Respecting the liability of the Company for taxation.
- 31.—Liability of the Company for damages.
- 32.—Power of Company to take lands.
- 33.—Respecting arbitrations.
- 34.—Company shall commence work within five years and complete within seven years.
- 35.—Failure to construct railroad shall not operate as a forfeiture of other rights.
- 36.—Short Title.

Whereas A. GRAHAM MUNN, DUGALD MUNN, JOHN F. APSEY, A. H. SEYMOUR, Right Rev'd R. MACDONALD, WILLIAM DAVIS, W. H. THOMPSON, R. D. McRAE, R. M. DUFF, NORMAN MUNN, O. V. TRAVERS, WILLIAM WARD, W. A. OKE and JOHN M. NOEL, of Harbor Grace; and JOHN MADDOCK, WILLIAM DUFF, JOHN RORKE, and ALFRED PENNEY, of Carbonear; and WILLIAM BELLAMY, Rev. W. CHAS. WHITE, J. OLLERHEAD, WILLIAM A. FORD, GEORGE BUTT, J. H. MOORE, W. A. RABBITS, A. R. MARTIN, SAMUEL SNOWDEN, F. R. FARNHAM, J. R. HOPKINS, J. F. RICHARDS, GEORGE MOORE, J. WILCOX, C. H. TRANFIELD, T. OATES, S. S. STENTAFORD, JAMES CUNNINGHAM, A. A. THOMPSON and J. FARNHAM, of Heart's Content, have, by their petitions, prayed for an Act of Incorporation under the name of "The United Towns' Electrical Company," for the purpose of lighting the towns and buildings of Harbor Grace, Carbonear, and Heart's Content, by electricity; also, to heat the buildings in said towns by electricity; also, to build and operate a system of

electrical tramways or street railways in, to and from, said towns, and also for the exclusive right to utilize certain lakes and streams in or adjacent to said towns for said purposes;

And whereas it is expedient to grant the prayer of the petitioners:

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:

1. The said A. GRAHAM MUNN, DUGALD MUNN, JOHN F. APSEY, A. H. SEYMOUR, Right Rev. R. MACDONALD, WILLIAM DAVIS, W. H. THOMPSON, R. D. McRAE, R. M. DUFF, NORMAN MUNN, O. V. TRAVERS, WILLIAM WARD, W. A. OKE, and JOHN M. NOEL, of Harbor Grace; and JOHN MADDOCK, WILLIAM DUFF, JOHN RORKE, and ALFRED PENNEY, of Carbonear; and WILLIAM BELLAMY, Rev'd. W. CHAS. WHITE, J. OLLERHEAD, WILLIAM A. FORD, GEO. BUTT, J. H. MOORE, W. A. RABBITS, A. R. MARTIN, SAMUEL SNOWDEN, F. R. FARNHAM, J. R. HOPKINS, J. F. RICHARDS, GEO. MOORE, J. WILCOX, C. H. TRANFIELD, T. OATES, S. S. STENTAFRD, JAMES CUNNINGHAM, A. A. THOMPSON and J. FARNHAM, of Heart's Content, and such other persons as shall hereafter become shareholders of the said Company, are hereby constituted a body corporate and politic under the name of "The United Towns' Electrical Company."

2. The capital of the Company shall be \$30,000, in shares of \$10 each, but the capital stock may be increased by the shareholders as hereinafter provided.

3. The liability of a shareholder shall be limited to the amount unpaid on its shares.

4. The head office of the Company shall be situate in Harbor Grace, Carbonear, or Heart's Content, to be decided by the shareholders at the first general meeting.

5. Five of the persons who have signed the petition, to be selected by the petitioners, shall be provisional directors of the said Company to open subscriptions for stock and to organize said Company, and shall hold office until the election of Directors as hereinafter provided.

6. As soon as Twenty thousand dollars of the Capital Stock has been subscribed, the shareholders shall proceed to the election of a Board of Directors for the said Company, and the provisional directors, or a majority of them shall call a meeting of the shareholders for that purpose, first giving two weeks' notice thereof by advertisement in the *Royal Gazette* and one other newspaper published in Newfoundland.

7. The Board of Directors shall consist of seven shareholders, each of whom shall be a shareholder of not less than ten shares. The election of directors and the decision of other questions at such or any meeting shall be by ballot by a majority of the votes of the shareholders present in person, or represented by written proxies, each share to have one vote. The Directors so and thereafter chosen, shall immediately elect one of their number to be President, and another to be Vice-President, which President, Vice-President and Directors, shall continue in office for one year, and until others shall be chosen to fill their places; and if any vacancy shall at any time happen by death, resignation or otherwise, during the said or any year in the office of the President, Vice-President or Directors, the remainder of the said Directors shall supply such vacancy for the remainder of the year; and, after the first election, such Directors shall be chosen at a meeting to be held on the first Tuesday of August in each year at the office of the Company; but if the election of Directors be not made on the day appointed by this Act, the Company shall not for that reason be dissolved, but the shareholders may hold the election on any other day in the manner provided for by any bye-law passed for that purpose, or in the event of there being no bye-law in that behalf, then at any special meeting, to be called by the President or Vice-President, of the shareholders for the purpose, and all the acts of Directors until their successors are elected shall be valid and binding upon the Company.

8. As soon as stock to the amount aforesaid shall have been subscribed, and twenty per cent. thereof paid up, the Company may commence operations and exercise the powers hereby granted.

9. The Company are hereby authorized and empowered to construct, lay down, establish, fix, and carry out all necessary cables, wires, lines, accumulators, lamps and works, and to generate, accumulate, distribute, and to supply electricity for motive power, and to light the said towns and streets, buildings, houses and places, both public and private, and to supply said buildings with heat by means of electricity; and the said Company are also hereby authorized and empowered to construct, maintain and operate double or single iron or steel railways, with the necessary side-tracks and turn-outs for the passage of motors, cars and other vehicles adapted to the same, upon and along the streets and highways of the towns of Harbor Grace, Carbonear, and Heart's Content, and the country adjacent thereto, and within ten miles of the boundary of the said towns to occupy the same for such purposes in pursuance hereof, and to take, transport and carry passengers, freight, express and mail matter upon the same by the force or power of electricity or steam, or in

the form of a stationary engine or engines working a system of cables, or by animals or other motive power; and the said Company may purchase, lease, hold or acquire any real or personal property necessary for carrying on the operations of the Company, and may construct and maintain all necessary power houses, works, buildings, appliances, and conveniences connected therewith: Provided also, that on the streets beyond the town limits the track shall be laid as near as possible to one side of the street.

10. The said Company shall have power, in the event of their operating the said railway by means of electricity, to sell and dispose of any surplus electricity which they may produce to any corporations or persons for power, light or heating purposes; and they shall have all the powers of a company formed for the purpose of supplying light, heat and power by means of electricity, and they shall have the right to erect poles and wires in and through the streets of said towns and country adjacent thereto, for the purpose of distributing the electricity produced by them at any power-house or power-houses for the use of the said railway or otherwise as aforesaid.

11. The directors shall have full power to make all bye-laws for the management of the company, the allotment, management and disposition of its stock, debentures, bonds, property and effects, and of its affairs and business, the making and collection of calls on its stocks, the forfeiture thereof for non-payment, the entering into agreements and contracts with any corporation, municipality or person, the declaration and payments of dividends out of the profits of the company, the form of issuing stock certificates and the transfer of shares, the calling of special and general meetings of the company, the appointment, removal and remuneration of all officers, clerks, workmen and servants of the company, the fares to be received from passengers and the tariff of rates for the transportation of freight, express and mail matter over the railway or any part thereof, the intervals of time between the running of each car, the time within which each day the cars shall be run, and in general to do all things that may be necessary for carrying out the objects of the company, and for the exercise of any powers incident thereto: Provided—

- (1) The company shall not be entitled to charge any rate exceeding five cents for the conveyance of a passenger from one point to another (either going or returning) within the town limits. A passenger on paying his fare shall, within the town limits, be entitled to a transfer without any further charge from any of the company's cars to another, at a point where routes connect or intersect, so as to enable

such passenger to make one continuous trip from one point to another. This sub-section shall apply only to fares within the town limits.

- (2) Beyond the town limits the fare shall not exceed five cents for the first three miles and under, and three cents per mile in addition for any distance over the said three miles.

12. The stock of the said company shall be deemed personal estate and shall be transferable in such way as the directors shall by by-law direct, and the directors of the said company may refuse to allow any transfer to be made of stock in the said company which is not fully paid up.

13. The directors of the said company may, from time to time, increase the capital of the said company for such amount or amounts as occasion may require; provided always that the consent of two-thirds in value of the shareholders of the company present in person, or represented by proxy, shall be first had and obtained at a special meeting to be called and held for the purpose aforesaid.

14. (1) The directors of the company, under the authority of the shareholders to them given at any special general meeting called for the purpose, at which meeting shareholders who represent at least two-thirds in value of the subscribed stock of the company, and who have paid all calls due thereon, are present in person or represented by proxy, may issue bonds, debentures, or other securities, signed by the president or vice-president, and countersigned by the secretary, (which signature and counter-signature may be engraved in case of coupons attached to any such bonds or debentures), and such bonds, debentures or other securities may be made payable at such time, and in such manner, and at such place in Newfoundland or elsewhere, and may bear such rate of interest, and may be made payable in such currency as the directors think proper.

(a) The directors may issue and sell, or pledge, all or any of the said bonds, debentures or other securities at the best price, and on the best terms and conditions which at the time they may be able to obtain, for the purpose of raising money for prosecuting the said undertaking.

(b) No such bond, debenture or other security shall be for less than twenty dollars.

- (c) The power of issuing bonds conferred upon the company hereby shall not be construed as being exhausted by such issue, but such power may be exercised from time to time upon the bonds constituting such issue being withdrawn or paid off and duly cancelled.
- (2) The company may secure such bonds, debentures or other securities by a mortgage deed creating such lien, charge and incumbrance upon the whole of such property, assets, rents and revenues of the company, present or future, or both, as are described in the said deed; but such rents and revenues shall be subject, in the first instance, to the payment of the working expenses of the undertaking.
- (a) By the said deed the company may grant to the holders of such bonds, debentures or other securities, or the trustees named in the said deed, all and every the powers, rights and franchises granted by this Act in respect of said bonds, debentures or other securities, and all powers, rights and remedies not inconsistent with this Act, or may restrict the said holder in the exercise of any power, privilege or franchise granted by this Act, as the case may be; and all powers, rights and remedies so provided for in such mortgage deed shall be valid and binding and available to the said holders in manner and form as therein provided.
- (3) The bonds, debentures, or other securities hereby authorized to be issued, shall, subject to the lien hereinbefore provided, be taken and be considered to be a first or preferential claim and charge upon the company, and upon the privileges acquired under this Act or otherwise, and upon the undertaking, tolls and income, rents and revenues, and real and personal property thereof at any time acquired.
- (a) Each holder of the said bonds, debentures, or other securities, shall be deemed to be a mortgagee or encumbrancer upon the said securities *pro rata* with all the holders of any such bonds, debentures or securities; and no proceedings authorized by law or by this Act shall be taken to enforce payment of the said bonds, debentures or other securities, or of the interest thereon, except through the trustee or trustees appointed by or under such mortgage deed.
- (4) If the company make default in paying the principal of or in-

payment of the said bonds, debentures or other securities, hereby authorized, at the time when the same by the terms of the bond, debenture or other security becomes due and payable, then at the next annual general meeting of the company, and at all subsequent meetings, all holders of bonds, debentures or other securities, so being and remaining in default, shall, in respect thereof, have and possess the same rights and privileges and qualifications for being elected directors and for voting at general meetings as would attach to them as shareholders if they held fully paid-up shares of the company to the corresponding amount.

- (a) The rights given by this sub-section shall not be exercised by any such holder unless it is so provided by the mortgage deed, nor unless the bond, debenture or other security, in respect of which he claims to exercise such rights, has been registered in his name, in the same manner as the shares of the company may be registered in the company's books, at least ten days before he attempts to exercise the right of voting thereon, and the company shall be bound on demand to register such bonds, debentures or other securities, and thereafter any transfers thereof, in the same manner as shares or transfers of shares.
- (b) The exercise of the rights given by this sub-section shall not take away, limit or restrain any other of the rights or remedies to which the holders of such bonds, debentures or other securities are entitled under the provisions of the mortgage deed.
- (5) All bonds, debentures or other securities hereby authorized, may be made payable to bearer, and shall in that case be transferable by delivery until registration thereof as hereinbefore provided, and while so registered they shall be transferable by written transfers, registered in the same manner as in the case of the transfer of shares.

15. The company may, when and where necessary, cross on the level with its line of railway any railway now built or hereafter to be built in this Colony, and in the event of any difference arising between the said company and the proprietor of any such railway to be crossed, such difference shall be determined by the Government Engineer of the Colony, or by an engineer specially appointed by the Governor in Council for that purpose.

16. The "United Towns Electrical Company" shall have all licenses, rights and privileges necessary for the proper and efficient use of electric power to light the aforesaid towns and streets and buildings thereof, and to heat the buildings in said towns; and also all licenses, rights and privileges necessary for the proper and efficient use of electric or other power to operate cars in the said streets and highways in the manner successfully in use elsewhere, including the right to open said streets and highways for the purpose of inserting and maintaining, and to insert and maintain poles for supporting the wires conveying electric or other power, but no such poles shall be less than twenty feet in height above the ground: Provided that it shall be the duty of the said company at its own expense to keep the portions of the said streets and highways traversed by the track of said railway, between the rails thereof, and for two feet on each side of its track, in a state of repair equal to other parts of the said street.

17. The company, in the construction of the said railway tracks, shall conform to the grades of the various streets through which the said tracks will run.

18. The Government, or other body, having the control and management of the said streets and highways over which the said railway shall be operated, shall have the right to take possession of and use any of the streets traversed by the rails of the said company, or any section thereof that may be required, either for the purpose of altering the grade thereof, or for constructing or repairing water or other pipes, or for other purposes within the province and privileges of the said Government or other body, without the company being entitled to claim any compensation or damage therefor; the track in such cases to be relaid by and at the expense of the Government, or other body as aforesaid.

19. The cars shall not stop in front of any intersecting street, except to avoid collision or accidents. The speed of the cars shall not at any time exceed eight miles an hour, and at the crossing of intersecting streets not more than four miles an hour: Provided also, that a magistrate having jurisdiction may indicate such streets, lanes, crossings or dangerous turns or curves in roads, where speed shall not exceed four miles an hour.

20. No car shall stop on the street longer than is necessary to allow passengers to leave or enter the same with all possible despatch.

21. No person shall enter or leave the cars unless such cars be at a full stop.

22. The conductor and transfer agents shall announce to the passengers the names of the streets as the cars reach them.

23. After sunset the cars shall be provided with signal lights, which shall be conspicuously placed in front and rear of cars.

24. Each car shall be supplied with a gong, which shall be sounded by the driver when the car approaches to within fifty feet of a street crossing.

25. Each car or other vehicle used by the Company shall be numbered on the outside.

26. Passenger cars shall be exclusively for the conveyance of passengers, and the route through which each car has to run shall be conspicuously marked on the outside of such car.

27. The rails of the railway shall be laid flush with the streets and highways, and the railway track, when on the graded part of the road, shall conform with the grades of the same, so as to offer the least possible impediment to the ordinary traffic upon the said streets and highways; and all ordinary vehicles shall be permitted to use and travel in the said tracks, provided they do not interfere with the running of the motors, cars or sleighs of the company. In all cases all other vehicles on the track shall immediately give place to the motors, cars or sleighs of the company by turning off the track.

28. The cars and carriages of the company, while in operation on the said railway, or any of them, shall have the right to use the said railway as against all other vehicles whatsoever, and all other such vehicles using the said railway, whether meeting or proceeding in the same direction as the cars or carriages, shall turn out of the said track of the railway, and permit the said cars or carriages to pass, and shall in no case, under any pretence whatever, obstruct or hinder the passage thereof and the free use of the railways by the said cars and carriages of the company.

29. For the purpose of carrying on all works necessary for lighting the towns and streets and buildings of Harbor Grace, Carbonear and Heart's Content, and of heating the buildings in said towns, and for the establishment and operation of said street railway, the company is hereby granted an exclusive right to the use of the waters of the lakes or ponds known as Blue Hill Pond, Rocky Pond, Gillett's Pond, Pack's Pond, and Little and Big Island Ponds, lying to the north and west of Carbonear,

and the rivers or streams flowing into or out of said lakes or ponds, and exclusive franchise for the lighting by electricity of the aforesaid streets and highways in, to and from the aforesaid towns and the buildings in the aforesaid towns, and street railways within ten miles thereof, for a period of fifty years from the date of the passing of this Act: Provided that the Government or other body having charge of the affairs of the towns of Harbor Grace, Carbonear and Heart's Content may, after the lapse of thirty years from the date of this charter, purchase the said railway and other rights of the said company as a going concern, upon giving to the company twelve months' notice of their intention so to do; and in case the Government or other body shall decide to exercise the right reserved by this section, the value of the said railway and rights of the said company shall be appraised by three experienced arbitrators, one to be appointed by the said company, one by the Government or other body, and the third by the said two so appointed; and in the event of the said two arbitrators not agreeing upon a third, then such third arbitrator shall, upon the application of either party within one month after due notice, be appointed by the Supreme Court, and the award of any two of such arbitrators shall be binding and final between the parties; and provided, that in case the Government or other body shall not, after the lapse of the said period of thirty years, exercise the rights of pre-emption hereunder, the rights and privileges hereby granted shall continue until the Government or other body shall exercise the right of pre-emption.

30. The company shall be liable for water rates on all lands and buildings owned by it in the aforesaid towns, but otherwise the company shall be exempt from taxation.

31. For all losses, damages or injuries caused by the company, its officers, agents, servants or contractors, in building, operating or maintaining works contemplated hereunder, to the property of the aforesaid towns, the company shall be liable to make good the same, or, in default thereof, the company may be sued as for an ordinary tort in any court of competent jurisdiction in Newfoundland, and the amount of such damage, together with costs, recovered against the said corporation in any such suit.

32. If the company find it necessary for the efficient construction, maintenance and operation of its work, or for any purpose connected therewith, to diverge from the street or highway, the company may, with the sanction of the Governor in Council, enter upon and assume possession of and appropriate for any of the purposes mentioned in this section, any lands belonging to any persons or corporations that may be

necessary for the opening, construction, maintenance or operation of all or any of its works, or for the erection of any buildings requisite for maintaining or operating the same, and may enter upon and remove therefrom any houses or buildings and other obstructions which may be upon such land.

33. For the purpose of ascertaining the damage that may be occasioned to any person or corporation whose interest in any lands or tenements may be in any way affected under the preceding section of this Act, the said company shall appoint one arbitrator, the person interested in the said land another, and the two arbitrators so appointed shall appoint a third or umpire; and in the event of the person so interested in the land failing to so appoint an arbitrator after seven clear days' notice so to do, then the said company may apply to the Supreme Court or a judge thereof, who shall, after due notice to the said person interested in the land, appoint such arbitrator, and the arbitrators so appointed by the said company and the Court or judge shall thereupon appoint a third arbitrator as umpire; and in the event of the last-mentioned arbitrator failing to appoint a third arbitrator after seven clear days' notice from the company so to do, the Supreme Court or a judge thereof shall, on the application of the company, appoint such third arbitrator or umpire; and the award of such arbitrators, or any two of them, shall be final and binding between the parties.

34. The company shall, within five years from the passing of this Act, proceed with the construction of all works which may be necessary for the installation of the lighting of the streets and buildings of the aforesaid towns, and shall fully complete said works and operate the same within seven years from the passing of this Act: Provided, that if the company shall not have proceeded with the construction of said works and have the said works fully completed and in operation in any one of the aforesaid towns of Harbor Grace, Carbonear and Heart's Content within the period mentioned in this section, all rights, powers and privileges and advantages granted to the said company by this Act shall cease and determine in the town in which the said works may not be completed at such time, save and except as hereinafter provided.

35. In the event of the said company failing to construct street railway in, to and from the aforesaid towns within the time set forth in section 34 of this Act, such failure shall not operate as a forfeiture of any rights, powers, privileges or advantages granted by this Act to the said company, save and except the exclusive franchise to all streets and highways in, to and from the aforesaid towns for the construction and operation of the said street railway.

36. This Act shall be deemed a public Act, and may be cited as
"The United Towns' Electrical Charter, 1902."

2 EDWARD VII., CAP. 9.

An Act Incorporating the Board of Trustees of "The Century Church and Manse Building Fund," for the Presbyterian Church in Canada, Eastern Section.

[PASSED APRIL 22, 1902.]

SECTION

- 1.—Certain persons incorporated as "The Board of Trustees of the Century Church and Manse Fund of the Presbyterian Church in Canada, Eastern Section."
- 2.—All gifts and conveyances to Presbyterian Church shall vest in Board of Trustees.
- 3.—Power of Board to invest money;

SECTION

- 4.—Respecting election of members of Board.
- 5.—Respecting an annual report to the Synod.
- 6.—Respecting the execution of conveyances by Board.
- 7.—No personal liability of members of Board.
- 8.—Power of Synod to make rules.

Whereas the Synod of the Maritime Provinces of the Presbyterian Church in Canada has by its petition represented that it is desirable to make provision for the taking, holding, and disposing of real and personal estate on behalf of the said Church, and it is expedient to grant the prayer of the said petition:

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:

1. The Rev. JAMES ROSS, Rev. ALLEN F. CARR, Hon. Mr. Justice JAMES G. FORBES, JAMES WALKER, M.D., PETER CHISOLM, Rev. DONALD B. McLEOD, Rev. GEORGE MILLER, THOMAS C. JAMES, Rev. ANDREW ROBERTSON, Hon. Mr. Justice DONALD MORISON, and the Rev. EDWARD A. McCURDY, and their successors to be appointed as hereinafter mentioned shall be, and they are hereby constituted a body politic and corporate by the name of "The Board of Trustees of the Century Church and Manse Fund of the Presbyterian Church in Canada, Eastern Section," who shall hold and disburse the said fund in aid of congregations and mission stations located within the Provinces of New Brunswick, Prince Edward's Island, and Newfoundland, in connection with said church.

2. All gifts, devises, and conveyances of any land or tenements, or interests therein, and all gifts and bequests of personal property or estate which have been or shall hereafter be made to the Presbyterian Church in Canada for the trust hereby created shall vest in the said Board of Trustees as fully and effectually as if the gift, devise, bequest or conveyance had been made to it, and shall be held by the said Board of

Trustees for the benefit of the said "Century Church and Manse Fund."

3. The said Board of Trustees may invest all moneys which may come into its hands for the benefit of the said fund or trust, in such securities, real or personal, as the said Board of Trustees may deem expedient.

4. The members of the Board of Trustees shall be elected annually by the Synod of the Maritime Provinces in connection with the said church, and shall continue in office until their successors be appointed, and four of said trustees shall constitute a quorum of said Board.

5. The said Board of Trustees shall annually present a report to the said Synod, in which shall be set forth fully the various moneys, securities and property, real and personal, which shall have come into its hands, and also the disposition made by it of all income or interest arising from said moneys, securities and properties.

6. All conveyances, grants, transfers, leases or assignments of any of the lands, tenements, and securities held by the said Board of Trustees, shall be made by the said Board of Trustees under their corporate seal, which shall be attested by the signatures of the chairman and secretary; and, when so attested, shall be sufficient and conclusive.

7. No personal liability shall attach to any of the individual members of the said Board of Trustees for the failure of any investment or security which may be made by the said Board.

8. The said Synod of the Maritime Provinces of the said church may from time to time make rules and regulations for the government and guidance of the said Board of Trustees.

4 EDWARD VII., CAP. 4.

An Act to further amend 56 Vic. Cap. II., entitled "An Act to Incorporate the Placentia Water Company."

[PASSED 28TH APRIL, 1904.]

SECTION 1.—Capital of Placentia Water Company increased \$4,500.

Whereas the Placentia Water Company was incorporated by the Act 56 Vic., Cap. 11;

Whereas by the Act 2 Edward VII., Cap. 7, the said Act was amended so as to enable the Placentia Water Company to extend its capital stock;

And whereas it is desirable to enable the Placentia Water Company further to extend its capital stock:

Be it, therefore, enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Placentia Water Company, as incorporated by the Act 56 Vic., Cap. 11, shall have power, in addition to the increase authorized by the Act 2 Edward VII., Cap. 7, to increase its capital stock by the further amount of four thousand five hundred dollars, subject in all respects to the provisions of the said Act; and such further stock shall have the like advantages as heretofore provided with respect to the stock first subscribed.

4 EDWARD VII., CAP. 5.

An Act respecting the Coastal Steam Mail Service.

[PASSED 28TH APRIL, 1904.]

SECTION 1.—Reference to arbitration- SECTION 2.—Ratification of contract.

Whereas an Agreement has been entered into between the Government and Bowring Bros., Limited, (hereinafter called the Contractor), for the furnishing of two steamers to ply between St. John's and several other ports in the Colony, in the public service of the Colony, which Agreement is dated the Seventh day of February, one thousand nine hundred and four;

And whereas the said Agreement was, on the Sixteenth day of March, 1904, approved by a resolution of the House of Assembly;

And whereas it is desirable to make provision that any matter of difference between the parties to the said Agreement may, without any prior proceedings in Court, be stated as a special case for the opinion of the Supreme Court;

And whereas the Contractor has requested that the said Agreement may be confirmed by an Act of the Legislature:

Be it, therefore, enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. Any matter in difference between the parties to the said Agreement may, without any prior proceedings in Court, be stated as a special case by the concurrence of the parties thereto, for the opinion of the Supreme Court, as fully and subject to the same rules and conditions as questions of law may now be stated as a special case in any cause or matter; and in the event of the parties not so concurring, then either party may state a case for the opinion of the Court as aforesaid.

2. The Agreement made between the Right Honourable Sir ROBERT BOND, as Colonial Secretary, on behalf of the Government, of the one part, and BOWRING BROTHERS, LIMITED, hereinafter called the Contractor, of the other part, dated the Seventh day of February, 1904, and ap-

proved by a resolution of the House of Assembly, dated the Sixteenth day of March, 1904, is hereby approved and confirmed, and all and singular the several clauses, provisions and conditions thereof are hereby declared valid and binding upon the parties thereto and each of them respectively.

4 EDWARD VII., CAP. 12.

An Act respecting Certain Mineral Lands.

[PASSED 28TH APRIL, 1904.]

SECTION

- 1.—Certain mineral areas may be granted to representatives of C. F. Bennett.
- 2.—Selections to be made within two years.
- 3.—No further selection after two years.

SECTION

- 4.—In certain cases locations may be granted to others.
- 5.—Areas of such locations.
- 6.—Respecting grant of surface land.
- 7.—Respecting the survey.
- 8.—Grants to be subject to existing laws.

Whereas in the years 1851, 1852 and 1853, certain mineral grants over lands, containing in all about one million acres, were by the Governor in Council granted to the late Charles Fox Bennett;

And whereas doubts have arisen as to the validity of such grants;

And whereas it was agreed between the Government of Newfoundland and the said Charles Fox Bennett that he should surrender all said grants to be cancelled and abandon all his claims thereunder, and that there should be granted to him in lieu thereof, in fee simple, a number of mining locations not exceeding in area five square miles each, and amounting in all to fifty square miles, to be selected by him within two years in and upon the lands comprised in said grants;

And whereas it is desirable to make provision for carrying out this agreement:

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly in Legislative Session convened, as follows:—

1. Notwithstanding any provision in any Act it shall be lawful for the Governor in Council to grant to the legal representative of Charles Fox Bennett, deceased, as such representative, fee simple mining locations not exceeding in area five square miles each and amounting in all to fifty square miles, situate at such places as may be selected on the lands comprised in the grants from the Governor in Council to the said Charles Fox Bennett in the years 1851, 1852, 1853.

2. The said legal representative shall, within two years from the passing of this Act, make selection of mining locations upon the said

lands, and as each location is selected he shall notify the Governor in Council of the same, and the Governor in Council may thereupon cause a grant therefor to be issued. The said legal representative shall not include in any such selection any land owned, possessed, occupied or applied for by any other person, unless such person holds by or under the said Charles Fox Bennett or his assigns.

3. After the expiration of two years from the passing of this Act it shall not be lawful to make further selections, and the said legal representative and the estate of the said Charles Fox Bennett shall thenceforth cease to have any claim upon any of the lands comprised in the said grants or against the Government of Newfoundland for or on account thereof.

4. At any time after the passing of this Act, and within two years thereafter, it shall be lawful for the Governor in Council, notwithstanding the provisions of any Act to the contrary, to grant mining locations to any person who has before the passing of this Act acquired any mineral rights or property from the said estate of Charles Fox Bennett, under the before-mentioned grants: Provided, that such person shall prove to the satisfaction of the Governor in Council that he has, prior to the passing of this Act, made expenditures in prospecting or developing the said mining locations, and also that the said legal representative of the estate of Charles Fox Bennett shall give notice to the Governor in Council that the said estate makes no claim upon such locations, and that the same are not and will not be included in any selections made by said estate.

5. The mining locations to be granted under the next preceding section shall not exceed in area five square miles each and shall only include such lands in and over which rights had been acquired and held from the estate of Charles Fox Bennett and upon which expenditure had been made in prospecting or developing.

6. The Governor in Council may issue, together with each and every of the said mining grants under this Act, a fee simple grant of fifty acres of unoccupied surface land within such mining location comprised in said grant.

7. Before any such grant is issued, a survey, to the satisfaction of the Minister of Agriculture and Mines, shall be made at the expense of the said legal representative of Chas. Fox Bennett or of the person applying under section four of this Act, as the case may be.

8. All grants of mining locations and surface lands shall, when issued, be subject to the provisions of the laws relating to Crown lands, mines and minerals, and shall confer upon the grantee all the rights and privileges, and impose all the penalties and all obligations as are or would be conferred and imposed upon a grantee of a fee simple mining location under the laws relating to Crown lands, mines and minerals, as aforesaid.

5 EDWARD VII., CAP. 10.

An Act to Encourage the Manufacture of Pulp and Paper in this Colony.

[PASSED JUNE 15TH, 1905.]

SECTION

- 1.—Confirmation of agreement with Anglo-Newfoundland Development Co.
- 2.—Approval of plan.
- 3.—Respecting the appointment of Fire Wardens.
- 4.—Construction material and machinery to be admitted free of duty.
- 5.—Property to be exempt from taxation.
- 6.—Saving certain existing rights.
- 7.—Respecting public rights of hunting and fishing.
- 8.—Definition of "tourist."

SECTION

- 9.—Limitation upon the expropriation of lands.
- 10.—Sites for churches and schools to be granted free by lessee.
- 11.—Respecting extent of area demised.
- 12.—Definition of "barren lands."
- 13.—Lessee to have no exclusive right to caribou.
- 14.—Application of Game Laws to area demised.
- 15.—Respecting pre-emptions of Crown property.

AGREEMENT.

- 1.—Description of area.
- 2.—Respecting survey of area and mileage rent.
- 3.—Rights of lessee.
- 4.—Exemption from duty of materials and machinery.
- 5.—Rights, obligations and duties of lessee as regards timber.
- 6.—Right of lessee to mine.
- 7.—Royalties on minerals.
- 8.—Respecting ascertainment of net profits.

- 9.—Respecting annual returns to Government.
- 10.—Respecting additional grants of land.
- 11.—Right of lessee to enter and take lands for certain purposes.
- 12.—Respecting expenditures by lessee.
- 13.—Forfeiture in case of default in certain cases.
- 14.—Covenants on the part of the Government.
- 15.—Reservations for roads, railways, &c.
- 16.—Agreement subject to approval of Legislature.

Whereas the Government has entered into a contract with the Anglo-Newfoundland Development Company, Limited, for the purpose of utilising the timber resources of this Colony in the establishment of pulp and paper industries;

And whereas it is necessary to approve and confirm the said contract;

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The agreement made between His Excellency Sir WILLIAM MACGREGOR, M.D., K.C.M.G., C.B., Governor of the Colony of Newfoundland and its Dependencies, in Council, hereinafter called the Government, of the one part: and the Anglo-Newfoundland Development Company, Limited, hereinafter called the Lessee, of the other part; dated the 12th day of January, A. D. 1905, and forming schedule to this Act, is hereby approved and confirmed, subject to the amendments hereinafter contained, and all and singular the several clauses and provisions thereof are hereby declared to be valid and binding upon the said parties thereto,

and each of them respectively, and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively are hereby declared to be proper and lawful, and in so far as not by this Act expressly provided for, the parties and each of them shall have full power and authority to do or perform all and singular the several acts, matters and things, in and by the said agreement provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated and provided in said agreement.

2. The plan referred to in the schedule, and which is annexed to the original agreement, is hereby also approved and confirmed as part of said agreement.

3. The Governor in Council may, upon the nomination of the Lessee, appoint a chief fire-warden, who shall be paid by the Lessee, and who shall within the lands and premises demised under said agreement, possess all the powers in respect of the prevention of forest fires and the prosecution of offenders as are given to any ranger or other official under any Act of the Legislature in reference to the prevention of forest fires. The said chief fire-warden may, on the nomination of the Lessee, appoint assistant fire-wardens, who shall be paid by the Lessee, and shall perform such duties as may be prescribed by the chief fire-warden and approved by the Governor in Council. The chief fire-warden and assistant fire-wardens, nominated by the Lessee, shall hold office during the pleasure of the Governor in Council, and shall be dischargeable by either party.

4. All construction material and machinery for pulp and paper mills within or in connection with the demised premises, or operating in connection with the same, or for the purpose of manufacturing the products of the same, both for the original installation and the further extension of the same, but not in substitution for old, shall for a period of twenty years from the date of this agreement, the schedule to this Act, be admitted into this Colony free of duty.

5. The Lessee's property within the watershed area described in the agreement, the schedule to this Act, and the Lessee's mill property, shall be exempt from all municipal taxation.

6. Nothing in the agreement, the schedule hereto, or in the plan thereto attached, shall convey or demise to the Lessee any lands held by the Exploits River Lumbering and Pulp Company under license from the Crown, bearing date the 17th day of December, 1903; nor by J. B. Miller

under license from the Crown, bearing date the 24th day of November, 1903; nor abridge their use of Exploits River and its tributaries for the floating of logs or other purpose connected with the lumbering, sawing, milling or pulp business: Provided, however, that the words "Down to and excluding Bishop's Falls," in clause three of the agreement, the schedule to this Act, shall be construed to mean down to a point at a distance of three miles above the old railway bridge piers now standing at Bishop's Falls: Provided further, that there shall be excepted from the operation of clause eleven of the said agreement the lands, mills and waterside premises at Botwoodville, held by the said Exploits River Lumber and Pulp Company, under grant in fee from the Crown, and also so much of the land abutting on the river for a distance of three miles above the old railway bridge piers now standing at Bishop's Falls as may be necessary for the developing and producing water power from Bishop's Falls. Excepting as above, the title to the demised premises is hereby guaranteed to the Lessee.

7. Subject to the conditions contained in section three of the agreement, the schedule to this Act, the public and every member thereof shall have the right to fish, shoot, hunt and trap over the area therein demised; and of navigating streams, rivers and lakes included in the said area, and to maintain thereon for use in such navigation or travelling any kind of vessel or boat.

8. The word "tourist" in the said agreement, the schedule to this Act, shall be held not to include a person domiciled in the Colony.

9. It shall not be lawful for the Governor in Council to permit the Lessee to enter on or take lands under the provisions and for the purposes of section eleven of the said agreement, the schedule to this Act, except within a period of three years from the date of the said agreement, and within a distance of seventy miles from the demised premises; and in case of lands on the waterside, it shall not be lawful to take for the said purpose more than one-fourth of a mile square in any harbour, creek or bay: Provided, however, that the limitations herein provided for shall not apply to lands to be taken for rights of way for railways, or to unimproved lands to be taken for wharves, piers or docks in connection with a railway.

10. The Lessee shall grant free from the demised premises sufficient land for all church purposes, and for schools and other public buildings, with the necessary access thereto, at the request of the Governor in Council.

11. The expression "the demised premises" in the agreement, the schedule to this Act, shall be construed to embrace an area not to exceed two thousand square miles, to follow generally the water-shed therein referred to, the exact boundaries to be selected by the Lessee; but the lands referred to in the preamble to the said agreement shall be included therein, and shall not be in any way curtailed. In computing the said area the lands herein above in this Act, and in said schedule, excepted from the demise, and any lands heretofore granted in fee to R. G. Reid, shall be excluded.

12. When minerals in workable quantities shall have been discovered in any portion of the demised premises, such portion shall not be deemed to be barren, nor shall land suitable for grazing or pasturing for horses and cows be deemed to be barren.

13. The Lessee shall have no exclusive right to caribou or moose on the premises, nor shall the Lessee, by fences or barriers, interfere with the annual migration of caribou or moose.

14. All laws of the Colony, and regulations having the force and effect of law, now in force or made hereafter for the protection of animals, birds or fish, shall apply to the demised area; and the Lessee, its employees and all other persons going upon the area shall observe such laws and regulations: Provided that nothing in this section shall be held in any way to limit the application of any of the laws of this Colony to the demised premises, the Lessee, its employees, and all persons at any time within the said area.

15. The right of pre-emption under section ten or eleven of the said agreement shall not extend to any Crown property which is, or shall have been, improved or built upon.

SCHEDULE.

THIS INDENTURE made and entered into at Saint John's, in the Colony of Newfoundland, this Twelfth day of January, Anno Domini One thousand nine hundred and five, Between His Excellency Sir William MACGREGOR, M.D., K.C. M.G., C.B., Governor of the Island of Newfoundland and its Dependencies, in Council (hereinafter called "the Government," which expression shall include, whenever the context so admits, the Government for the time being of the said Island), of the first

(Sgd.).
(Sgd.), Wm. MACGREGOR,
Governor.

part, and the ANGLO-NEWFOUNDLAND DEVELOPMENT COMPANY, LIMITED, a company incorporated under the laws of Newfoundland (hereinafter called the "Lessee," which expression shall, whenever the context so admits, include the said company, its successors and assigns), of the second part; Whereas it is desirable to promote the development of this Colony by utilising more fully than at present its timber resources, by securing the establishment of pulp and paper industries and encouraging the investment of capital therein; And whereas certain negotiations have taken place with the Messrs. HARMSWORTH, of London, England, with a view to the investment of capital by them in the prosecution of such an enterprise on an extensive scale in the Exploits River District, for which purpose they have organized a corporation under the laws of Newfoundland, under the style and title of the "Anglo-Newfoundland Development Company, Limited"; And whereas by various leases or licenses the Government of Newfoundland has heretofore leased certain portions of the hereinafter described premises to various parties, which leases or licenses have by various assignments become the property of and are now held, owned and possessed by the Lessee; And whereas it is the intention hereof that such leases or licenses should become merged herein, and the Lessee to that end has surrendered, and does simultaneously with the delivery hereof surrender said leases or licenses, and the unexpired portion of the respective terms thereof, which surrender is hereby accepted, and the Lessee absolved and discharged from any liability thereunder; Now this Agreement witnesseth, that in consideration of the rents hereby reserved, and the covenants, provisions and conditions on the part of the Lessee hereinafter contained as follows, that is to say:

1. The Government hereby demises to the Lessee all and singular the lands, and lands covered by water, situate in the districts adjoining Red Indian and Victoria Lakes in the Island of Newfoundland, which said lands are bounded or circumscribed by the height of land and include the entire area or watershed which from the height of land aforesaid drains either directly or indirectly into the Exploits River at or above a point on that river situate about twenty miles (measured as the crow flies) below the outlet of that river from Red Indian Lake so as to include one mile below Red Indian Falls, except nevertheless the lands within the said area or watershed which are colored red and green on the plan hereto annexed (which lands colored red are vested in the Reid-Newfoundland Company, and which lands colored green are held by the Exploits Lumber Company respectively), and excepting also any and all lands now or about to be owned, held or possessed by the Lessee in fee simple, or by any right or title other than by lease or license, directly or indirectly from the Crown; together with, by way of grant, sale or demise, and not of excep-

tion, all timber and trees being on the said lands, and also all mines and minerals therein and thereunder; to hold all the said premises hereinbefore expressed to be hereby granted and demised unto the Lessee for the term of ninety-nine years, computed from the day of the date hereof at the rents and royalties hereinafter reserved.

2. The Lessee shall, at its own expense, proceed within six months to make a survey of the said area or watershed, employing therefor Crown surveyors or surveyors approved by the Crown; and such survey shall be prosecuted with all due diligence, and completed within three years. And the Lessee shall pay to the Government for and in respect of the lands and hereditaments comprised within the said area or watershed, as shown by such survey when completed (hereinafter called "the demised premises"), an annual rental (hereinafter called "the mileage rent") calculated at the rate of two dollars per square mile, provided that a rental shall not be payable on swamp or barren lands.

Swamp lands shall not be construed to mean marsh land capable of being drained and cultivated. The mileage rent shall commence and be computed from the day of the date hereof, and shall be payable yearly on the same day of each year: Provided always, that until the said survey is completed, the Lessee shall pay for the account of the mileage rent the annual rent which is at the date of these presents agreed to be paid by the present lessees on so much of the herein demised premises as is under lease or license from the Government: provided nevertheless, that no rent shall be payable on or for any lands more than once for any one period or term; and within six calendar months after the said survey shall have been completed (and the actual mileage rent payable shall have been ascertained), the Lessee will pay to the Government or be refunded the difference between the aggregate sums then already paid for the account of rent, and the aggregate mileage rent so payable during the same period.

3. The Lessee shall be entitled (so far as the Government can, consistently with any grants heretofore made and actually subsisting, grant the same) to have, use and enjoy for its milling and logging business all streams, lakes, water-courses, springs or water in, upon, under or intersecting the demised premises, and all the water power or powers in and upon Exploits River down to and excluding Bishop's Falls, and particularly, but not by way of limitation, the entire water power of Grand Falls on said Exploits River; and for any of its works and operations aforesaid to divert, stop or dam up any such stream, lake or water-course, and to make, construct and maintain any dams and sorting booms, water-courses, culverts, drains and reservoirs, for any of its works or operations

as aforesaid; And whereas it is the settled policy of the Government to insure that there shall always be reserved for the people of this Colony a right of way along all rivers and around all lakes so as to insure to them the enjoyment of such lakes, ponds and rivers for travelling and fishing; Therefore from this lease there shall be reserved for public use a right of way twenty-five feet wide around and adjoining all lakes and ponds, and on both banks of all rivers on the lands of the Lessee.

Where the land adjoining any lake, pond or river is required to be used or occupied for a building or other purposes by the said Lessee or its assigns, the Governor in Council shall permit such use or occupation upon condition of such other or substituted reservation out of the lands of the Lessee as may be necessary for the public right of way around such lake, pond or river.

And whereas the Government is resolved to prevent, so far as may be possible, injury to forests by fire; therefore the Government will, on Lessee's nomination, appoint a chief fire-warden (who shall be paid by the Lessee), and who, under the authority of the Government, shall have power to arrest and prosecute for violations of laws or regulations to prevent forest fires.

Such Chief Warden shall hold office during the pleasure of the Lessee, and may appoint Assistant Fire Wardens on the nomination and at the expense of the Lessee, who shall hold office during Lessee's pleasure and shall perform such duties for the prevention of forest fires as the Chief Fire Warden shall prescribe, subject to the Government's approval. In particular they shall be empowered to patrol the forest and arrest all violators of laws or regulations to prevent forest fires. Every tourist or party of tourists shall be required to employ one at least of such Assistant Fire Wardens as guide at the usual fees when entering on the demised premises. Every person entering upon the demised premises shall, when requested to do so by the Chief Fire Warden, furnish his name, address, proposed duration of his stay, parts of premises he intends to visit, and such other information as the Chief Fire Warden may require.

Provided always, that if any person or persons shall hereafter, during the said term, require the temporary use of any streams, lakes, or water-courses, or any dams or sorting booms, for the purpose of floating logs or lumber, belonging to such other person or persons, to their mills, such person or persons shall be at liberty to use such streams, lakes and water-courses and such dams and sorting booms for the purpose aforesaid, on payment to the Lessee of a reasonable sum in respect of such use, such sum in case of difference to be determined by the Governor in Council, whose decision shall be final and conclusive.

Provided always, further, that any person or persons acquiring such right of temporary user of any dams or sorting booms constructed by or for the time being in the possession of the Lessee, shall not in any way interfere with or prejudice the business or operations of the Lessee.

4. All construction materials and machinery for pulp paper and lumber mills, both for the original installation and the further extension of same, but not in substitution for old, shall be admitted duty free into the Colony.

5. The Lessee shall be at liberty during the said term to fell, cut down and use all or any of the trees for the time being standing and growing on any part of the demised premises, subject to the following conditions:—

- (a) The Lessee shall pay to the Government upon each of the said yearly days hereinbefore fixed for the payment of rent as and by way of royalty in respect of all trees which shall have, during the then preceding year, been felled by it upon the herein demised premises and converted into sawn lumber, or any saleable product of timber other than paper or pulp, or products or by-products of the same, a sum of fifty cents for every thousand feet, board measure, of the trees so felled and converted as aforesaid, such board measure to be calculated as provided in Schedule B. to the Crown Lands' Act, 1903;
- (b) The Lessee shall take from every tree so felled by it all timber fit for use, and shall manufacture the same at its discretion into paper or paper-pulp, or products or by-products of the same, or into sawn lumber or other saleable products of timber;
- (c) The Lessee shall prevent all unnecessary destruction of growing timber on the demised premises by any person whomsoever, and shall exercise strict and constant supervision to prevent the origin and spread of fires, and shall preserve the growth of all young timber-trees not being ripe for felling and use for pulp, sawn lumber or other saleable products of timber, and shall be vested with all power and authority requisite for this purpose, and may at all times make and enforce regulations to this end, and such regulations, when approved by the Governor in Council, shall have the force of law;

- (d) The Lessee shall make returns to the Government yearly, and shall in such returns show the number of trees or logs and contents which during the year, to which each return respectively relates, have been felled by the Lessee upon the herein demised premises and converted into sawn lumber, or any saleable product of timber, other than pulp or paper, or products or by-products of the same; and shall also show the amount in board measure, as defined in Schedule B to the Crown Lands Act, 1903, of all trees so felled and converted as aforesaid;
- (e) The Lessee shall not, without the consent of the Government, take or carry away for exportation from the demised premises any trees, logs or timber, unless and until the same shall have been converted into paper or pulp or products or by-products of the same, or sawn lumber or other saleable products of timber.
- (f) For the purpose of this last preceding clause, trees or timber cut into cord wood or other lengths, not being sawn lumber, shall be deemed not to be saleable products of timber.

6. The Lessee shall be at full liberty, by its agents and workmen, to search for, win, work, get, raise, convert, make merchantable and fit for sale, and carry away, sell and dispose of all precious and other metals, and all [mines] minerals and mineral substances of every kind being in and under the demised premises.

7. The Lessee shall, on each of the said yearly days, or within thirty days thereafter, pay in respect of all precious and other metals, [mines], minerals and mineral substances gotten in or from the demised premises and sold by it during the preceding year, as and by way of royalty, a sum equivalent to five per cent. of the net profits obtained by it from the sale of such mineral substances.

8. For the purpose of ascertaining the net profits in the preceding clause mentioned, there shall be deducted from the gross price which has been received by the Lessee for the metals, minerals and mineral substances sold during the year, the following items:

- (a) The amount of all wages and salaries to workmen employed in or in connection with the Lessee's mining operations;
- (b) A sum equivalent to ten per cent. per annum of the actual cost of the mines of all buildings, shafts, engines, machinery, gear, tools, rails, wagons and other plant and effects of every description used in or in connection with the mines;

- (c) The cost of insuring and keeping insured all buildings, shafts, engines, machinery, gear, tools, rails, wagons and other plant and effects aforesaid;
- (d) All taxes, rates, assessments and duties payable to the Government and any local authority;
- (e) All cost and expense of every kind which may be incurred in operating or repairing the properties, and all cost and expense of storage, freight, export duties, and harbor, dock and other dues paid by the Lessee;

Any dispute arising under this section between the Government and the Lessee shall be determined by the Auditor General of the Colony, whose decision shall be final and binding upon both parties.

9. The Lessee shall, within six weeks after the expiration of each year of the said term, make a return to the Government shewing:—

- (a) The quantity of metals, minerals and mineral substances sold by it during the preceding year from the demised premises;
- (b) The price actually received by it for the same;
- (c) The amount paid during the same year for wages and salaries;
- (d) All sums paid during the same year for insurance;
- (e) Taxes, rates, assessments and duties (if any) paid during the same year;
- (f) All costs and expenses of operating, repairing, storage, freight, charges, export duties, and harbour, dock and other dues, paid during the same year.

10. If at any time or times during the said term the Lessee shall be desirous of acquiring lands incident to flowage rights, or rights of way, for telegraphs, telephones, railways, tramways or roads, or sites for mills, works, factories, warehouses, or for wharves, piers, docks or other shipping facilities, up to and not exceeding in the whole ten thousand acres, on lands belonging to and in the possession of the Crown the Governor in Council shall, upon the request in writing of the Lessee, convey such lands to the Lessee upon the same terms and conditions as the herein demised lands are conveyed.

11. If the Lessee shall be at any time or times desirous of acquiring lands incident to flowage rights, or rights of way, for telegraphs, tele-

phones, railways, tramways or roads, or sites for mills, works, factories or warehouses, or for wharves, piers, docks, or other shipping facilities on any lands not belonging to or not in the possession of the Crown, and shall be unable to agree with the owners or occupiers of such lands as to the purchase money or compensation to be paid therefor, the Governor in Council shall permit the Lessee to enter and to take such lands and the purchase money or other compensation to be paid by the Lessee to the owners or occupiers of such lands, shall be settled by arbitration in manner provided by section 55 of the Crown Lands Act. And upon payment to the owners or occupiers aforesaid of the amount awarded in such arbitration the said lands shall become and be absolute indefeasible property of the Lessee.

12. The Lessee shall lay out and expend in and about the erection of one or more pulp or paper mills and their equipment, including water power development on or in connection with the demised premises, within four years from the date of these presents, not less than two hundred and fifty thousand dollars, and within twenty years from the date of these presents a further sum of not less than seven hundred and fifty thousand dollars.

13. If at the expiration of any of the periods mentioned in the last preceding clause the sums agreed to be expended before the expiration of such period shall not have been so expended, or if any part of the rent hereby reserved, or the royalties hereby made payable, shall at any time be in arrears or unpaid for six weeks after the same respectively shall become payable, whether the same shall have been legally demanded or not, it shall be lawful for the Government to re-enter upon the demised premises peaceably to hold and enjoy thenceforth as if these presents had not been made, without prejudice to any right of action or remedy of the Government in respect of any antecedent breach of any of the agreements on the part of the Lessee hereinbefore contained.

14. And the Government hereby covenants with the Lessee in manner following, that is to say:—

(a) That the Lessee, paying the rents and royalties hereby reserved and made payable, and performing and observing the several covenants, conditions and agreements herein contained, and on its part to be performed and observed, shall and may peaceably and quietly hold and enjoy the demised premises, and the rights and privileges hereby granted, during the term hereby granted, without any interruption or disturb-

ance from or by the Government, or any person or persons claiming under or in trust for the Government;

- (b) That if the demise shall not have been determined under the power of re-entry hereinbefore contained, the Government will, at the request and cost of the Lessee, at the expiration of the term hereby granted, and again at the expiration of every further term of ninety-nine years which may be hereinafter granted under this covenant, grant to the Lessee at the same rents and royalties, and containing the like covenants, provisions and agreements as are in and by these presents reserved and contained, by way of renewal for the further term of ninety-nine years, to be computed from the expiration of the term hereby granted, a new lease of the demised premises together with all rights and privileges hereby granted.
- (c) The expression "the said term" and "the term hereby granted" respectively, when used in these presents, shall be deemed and construed to include as well the renewed term to be granted by such new lease as aforesaid as the term of ninety-nine years granted by these presents.
- (d) The Lessee's property within the above described water-shed area and the Lessee's mill property shall be exempt from all municipal taxation.
- (e) The Lessee may at any time or times build, maintain and operate telephone and telegraph lines for the purpose of its private business, that is to say, communicating between its factories, mills and camps, situate within the above described watershed, and (or) upon the Exploits River.

15. There shall be reserved to the Government of the Colony a right of way through the areas hereby leased for roads, railways, telegraph and telephone lines, except over lands covered by buildings.

16. This agreement is subject to approval and confirmation by the Legislature of the Colony.

In witness whereof His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and has signed these presents; and the said Lessee has hereunto set its

hand and seal, at St. John's aforesaid, the day and year first above written.

By His Excellency's command,

R. BOND, *Col. Secretary.*

(Seal)

THE ANGLO-NEWFOUNDLAND DEVELOPMENT
COMPANY, LIMITED,

(Sgd.);

By MAYSON M. BEETON, *President.*

Signed, sealed and delivered,
in the presence of

(Sgd.)

ARTHUR MEWS,
St. John's, N. F.

5 EDWARD VII., CAP. 11.

An Act to Authorize the Royal Trust Company to do Business in the Colony of Newfoundland.

[PASSED JUNE 15TH, 1905.]

SECTION

- 1.—Recognition of Royal Trust Company.
- 2.—Powers of Company.
- 3.—Respecting revocation of approval.
- 4.—Power of Company to act as trustee.
- 5.—With approval of Governor in Council bond of Company may be accepted by Court.

SECTION

- 6.—Liabilities of Company.
- 7.—Respecting moneys and securities of Company.
- 8.—Report to Colonial Secretary.
- 9.—Chief Agency of Company.
- 10.—Repealing section.

Whereas the Royal Trust Company (hereinafter called "The Company"), was incorporated by an Act of the Legislature of the Province of Quebec, passed in the fifty-sixth year of the Reign of her late Majesty Queen Victoria, Chapter 79, 1892, which said Act was amended by the said Legislature passed in the fifty-ninth year of the reign of her said late Majesty, Chapter 67, 1895; and was further amended by an Act of the said Legislature passed in the sixty-third year of the reign of her said late Majesty, Chapter 76, 1900; and its present capital is One Million Dollars, all of which has been issued and allotted, and of which fifty per cent., or five hundred thousand dollars, has been paid in cash;

And whereas the Company has, by its petition, prayed for the passing of an Act authorizing it to carry on and exercise in the Colony of Newfoundland the same business and powers as under the said recited Acts it is authorized to carry on and exercise in the Province of Quebec, and to the like extent;

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session, convened, as follows:—

1. The Company is hereby recognized as and declared to be a Corporation, with all the rights, powers and privileges extending to Corporations incorporated by the laws of Newfoundland, and is hereby authorized and empowered to carry on and exercise in the Colony of Newfoundland the same business and powers as under the said recited Acts it is authorized and empowered to carry on and exercise in the Province of Quebec, and to the like extent, and as if the Company had been incorporated for such corporate purposes under the provisions of a statute of this Colony.

2. The Company is hereby specially authorized and empowered to accept and execute the offices of administrator, or administrator *de bonis non*, or with the will annexed, or trustee under any will, deed, or instrument, or guardian of the person or estate of any minor or person, or committee of any lunatic, or receiver, or assignee, or liquidator; and in case the Governor in Council shall approve of the Company being accepted by the Supreme Court of Newfoundland as a Trust Company, the said Court or any Judge thereof, or any other Court or Judge in this Colony having jurisdiction and authority in that behalf, may appoint the Company, with its consent, as the administrator, or administrator *de bonis non*, or with the will annexed, of the estate of any deceased person, or as a trustee of any trust under any will, deed or instrument, or as guardian of the person or estate of any minor or person, or of any lunatic, or as the committee of the estate of any lunatic, or as receiver, assignee or liquidator, in all cases where under the laws of this Colony such Court or Judge could lawfully appoint any natural person as such administrator, administrator *de bonis non*, or with the will annexed, trustee, guardian, committee, receiver, assignee, or liquidator; and all proper, legal, usual and customary charges, costs and expenses, shall be allowed to the Company for the care and management of the estates, persons, trusts, matters or things so committed to it; and in all such cases no bond or other security, or oath or other qualification, shall be necessary or required to enable the Company to accept the said appointments, trusts or offices: Provided always, that if and whilst the Company shall be so approved by the Governor as aforesaid, and shall be carrying on business in Newfoundland under the authority of this Act, the said Supreme Court, whenever it deems necessary, may appoint a suitable person to investigate the affairs and management of the Company, who shall report thereon to such Court, and regarding the security afforded to those by or for whom its engagements are held, and the expenses of such investigations shall be defrayed by the Company, or the said Court may, if deemed necessary, examine the officers or directors of the Company under oath or affirmation as to the security aforesaid; and whilst the Company shall be carrying on business in Newfoundland as aforesaid it shall also be competent for His Excellency the Governor, from time to time when he shall deem it expedient, to appoint an inspector to examine the affairs of the Company and report to him on the security afforded to those by and for whom its engagements are held as aforesaid, and the expense of such investigation shall be borne by the Company.

3. The Governor in Council may revoke the approval given under this Act, and no Court or Judge, after notice of such revocation, shall appoint the Company to be administrator, trustee, guardian, committee, receiver, assignee, or liquidator, unless the Company gives the like secur-

ity for the due performance of its duty as would be required from a private person.

4. The Company is hereby specially authorized to act as assignee or trustee for the benefit of creditors under any Act of the Legislature of this Colony, or under any deed of trust or assignment, and to receive and take the ordinary fees and charges as compensation therefor; but nothing herein contained shall be taken to appoint the Company an official assignee.

5. If so approved by the Governor in Council as aforesaid, the bond or policy of guarantee of the Company is hereby authorized to be accepted by any Court or Judge, or by any person or corporation authorized to take security for the due performance of any duty, instead of the bond of security of one or more sureties or in addition thereto, if such Court or Judge, or person or corporation sees fit to accept such bond or policy as aforesaid, and approves of the conditions and terms thereof; and all the provisions in any Act of the Legislature of Newfoundland relating to the security to be given by any public or other officer, servant, or other person or corporation to whom any duty is committed, or his or its surety or sureties, shall apply to the bonds or policies of guarantee of the Company.

6. The liability of the Company to all persons interested in real or personal property held by the Company as administrator, trustee, guardian, committee, receiver, assignee, liquidator or trustee, for the benefit of creditors as aforesaid, shall be the same as if such property had been held by any private person in the like capacity, and its powers shall be the same.

7. (1) The moneys and securities of each trust shall always be kept distinct from those of the Company and in separate accounts, and so marked in the books of the Company for each particular trust as always to be distinguished from any other in the registers and other books of account kept by the Company, so that at no time shall trust moneys form part of or be mixed with the general assets of the Company;

(2) Moneys, properties and securities received or held by the Company upon trust or as agent of any person or corporation, shall not be liable for the debts or obligations of the Company;

(3) All trust moneys received by the Company under the authority of this Act and requiring to be invested in Newfoundland, shall be invested according to the provisions of the deed,

will or other instrument of trust, under and in respect of which the Company shall be acting, or according to the laws of Newfoundland regulating investments of such trust moneys.

8. The said Company shall prepare and annually transmit to the Department of the Colonial Secretary a statement in duplicate, verified on oath by the President, Manager or Secretary, setting forth the capital stock of the Company, the portion thereof paid up, the assets and liabilities of the Company, and such other details as the Department may require, and the said Statement shall be made up to the thirty-first day of December in each year.

9. The Chief Agency of the Company for the Colony shall be in St. John's, and shall be in charge of such officers as may be appointed by the Company from time to time, and for all purposes in respect to business transacted by the Company in the Colony shall be the head office of the Company.

10. The Act 4 Ed. VII., cap. 6, entitled "An Act to Incorporate the Royal Trust Company," is hereby repealed.

5 EDWARD VII., CAP. 12.

An Act to amend the Act 56, Cap. 11., entitled "An Act to Incorporate the Placentia Water Company.

[PASSED JUNE 15TH, 1905.]

SECTION I.—Repeal of section 24 of 56 Vic., cap. 11.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. Section 24 of the Act 56 Vic., cap. 11, entitled "An Act to Incorporate the Placentia Water Company," is hereby repealed.

5. EDWARD VII., CAP. 16.

An Act to Incorporate the Institute of Accountants of Newfoundland.

[PASSED JUNE 15TH, 1905.]

SECTION

- 1.—Persons incorporated as “The Institute of Accounts of Newfoundland.
- 2.—Powers of the Institute.
- 3.—Power to make bye-laws.
- 4.—Officers of the Institute.

SECTION

- 5.—Persons to be present officers.
- 6.—Respecting fees.
- 7.—Annual meeting.
- 8.—Membership.
- 9.—Power to affiliate.
- 10.—Respecting rights of deceased members.

Whereas an Association has been for some time organized under the name and style of the Institute of Accountants of Newfoundland;

And whereas JOHN SYME, President, HENRY F. BRADSHAW, Vice-President; JAMES B. SCLATER, Secretary; JOHN COWAN, HENRY T. MCCOUBREY, FRED. W. HAYWARD, ARCHIBALD H. LINDSAY and FENWICK CRANE, on behalf of themselves and others, have petitioned to be granted a Charter of Incorporation to enable them more efficiently to give effect to the aims they seek to accomplish as an intellectual and educational movement to raise the standard of accountancy, with such corporate powers as are hereinafter mentioned; and it is expedient to grant the prayer of the said petition:

Be it, therefore, enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The said JOHN SYME, HENRY F. BRADSHAW, JAS. B. SCLATER, JOHN COWAN, HENRY T. MCCOUBREY, FREDERICK W. HAYWARD, ARCHIBALD H. LINDSAY, FENWICK CRANE, and all other persons who may hereafter from time to time be admitted to membership of the Corporation, are hereby constituted a body politic and corporate by the name of “The Institute of Accountants of Newfoundland,” and the said Corporation (hereinafter called the Institute) shall, subject to the provisions of this section, be capable in law, by its corporate name, to take, purchase, hold, sell and dispose of, all and any goods, chattels, lands, tenements and hereditaments, and any real or personal property whatsoever, and any interest therein, which may from time to time be necessary or convenient for the purposes of the Institute; but the Institute shall not engage in trade or so deal in lands, or any interest therein, but may receive, manage and invest voluntary contributions and donations from the members or

others as a benevolent fund for the benefit of needy or non-prosperous members or their families, including families of deceased members: Provided always, that the said Institute shall only have power to acquire and hold such real estate as shall not at any one time exceed an annual value of three thousand dollars, and shall have and hold such real estate only so far as the same shall be necessary for the purposes of the said Institute within Newfoundland.

2. The Institute is hereby empowered to promote and increase, by all lawful ways and means, the knowledge, skill and proficiency of its members in all things relating to the business or calling of an accountant, and to that end to establish classes, lectures and examinations, and prescribe such tests of competency, fitness and moral character as may be thought expedient to qualify for admission to membership, and to grant Diplomas of Fellowship to competent members, enabling them to use the distinguishing letters F.C.A. (Fellow of Chartered Accountants) as a test of such competency.

3. The Institute, in general or special meeting assembled, may make by-laws for carrying out its objects, and may alter and vary the same from time to time, and after the first set of by-laws has been made no new one shall be made, nor shall any by-law be altered, unless written notice thereof has been given at a previous meeting.

4. The officers of the Institute shall consist of a President, Vice-President, Secretary, Treasurer, and such other officers as may be provided for by the by-laws; the affairs, business and concerns of the Institute shall be managed by a Council including the said officers, the number of which shall be regulated by the by-laws, all of whom shall be members of the Institute, and who shall be elected annually at such time and place as may be provided by the by-laws; all vacancies which may occur in the Council by death or otherwise, in the interval between two annual meetings may be filled by the Council.

5. The said JOHN SYME, HENRY F. BRADSHAW, JAS. B. SCLATER, JOHN COWAN, HENRY T. MCCOUBREY, FREDERICK W. HAYWARD, ARCHIBALD H. LINDSAY and FENWICK CRANE, shall be Officers and Council of the Institute until others under the provisions of this Act shall be elected to fill their place.

6. The Council may fix an entrance and an annual fee or subscription to be paid by all members, and may vary the amount from time to time, and no member shall be personally liable for any debt of the Institute beyond the amount of his unpaid fees or subscription as aforesaid.

7. An annual meeting shall be held for the election of the Council of the Institute, and for such other business as may be brought before such meeting, at such time and place, and under such regulations and notices as by the by-laws of the Institute shall be determined; and in default of such election being held at the proper time, the existing Council shall continue to act until their successors shall be duly appointed.

8. The Institute may admit as members such persons as it sees fit, and may expel any member for violation of the rules and by-laws of the Institute on complaint and after enquiry.

9. The Institute shall have power to affiliate with any other Institute or Association of Accountants, whether in the Dominion of Canada, Great Britain, or the United States of America, or elsewhere, for purposes of mutual benefit to the profession.

10. If any member, during his lifetime, ceases to be a member of the Institute, he shall not, nor shall his representatives, have any interest in or claim against the funds or property of the Institute.

5 EDWARD VII., CAP. 19.

An Act to amend the Act 59 Vic , Cap. 39, entitled "An Act to Incorporate a Company under the style and title of the St. John's Gas Light Company."

[PASSED JUNE 15TH, 1905.]

SECTION 1.—Repeal of section 7 and substitution of new section.

Whereas the St. John's Gas Light Company was, by the Act 59 Vic., cap. 39, incorporated and given certain powers as are in the said Act set forth;

And whereas the said Company by its petition has prayed for the amendment of the said Act;

And whereas it is expedient to amend the said Act in the manner prayed;

Be it, therefore, enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. Section 7 of the said Act 59 Vic., cap. 39, is hereby repealed and the following substituted therefor:

7. On every occasion, when in conformity with the provisions of this Act the votes of the stockholders are to be given, each stockholder shall be entitled to one vote for every share; and in any case where upon any question being under consideration of the Board of Directors, the number of votes for and against such question shall be equal, the President shall have a casting vote.

6 EDWARD VII., CAP. 9.

An Act for the Confirmation of an Agreement between the Government and the Marconi Wireless Telegraph Company of Canada.

[PASSED 10TH MAY, 1906.]

SECTION

- 1.—Confirmation of agreement.
- 2.—Company not liable to certain penalties.

SCHEDULE.

- The Contract.
Recitals.
- 1.—Company to put stations in working order.
 - 2.—Removal of stations on Labrador.
 - 3.—Station at Grady.
 - 4.—Other stations on Labrador.
 - 5.—Respecting the station for sealing steamers.
 - 6.—The handing over of business to land wires of Government.
 - 7.—Respecting arrangements for messages outside Colony.
 - 8.—Time for working each year.
 - 9.—On interruption of Government lines Company to take over business from such lines.

SECTION

- 10.—Also to take over business from Commercial Cable Co.
- 11.—Operators of Company to be under rules of Postal Telegraphs.
- 12.—Government to construct line.
- 13.—The Government to pay \$4,000 for Cape Race.
- 14.—Maintenance and operation of Labrador station.
- 15.—Respecting certain stations and payment of \$4,000 to Company.
- 16.—Remission of fee and penalties.
- 17.—Tolls to be collected by the Company.
- 18.—Statement of business to be furnished.
- 19.—Penalty for violation of agreement.
- 20.—Contract for a period of ten years.
- 21.—Stations to be handed over to the Government.
- 22.—Instruments to be admitted free of duty.

Whereas the Government has entered into an Agreement with the Marconi Wireless Telegraph Company of Canada, Limited, for the working of certain Wireless Telegraph Stations in Newfoundland and on the Labrador;

And whereas it is desirable that said Agreement should be approved and confirmed by the Legislature:

Be it, therefore, enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between the Right Honorable Sir ROBERT BOND, P.C., K.C.M.G., Colonial Secretary, on behalf of the Government of Newfoundland, of the one part, and the MARCONI WIRELESS TELEGRAPH COMPANY OF CANADA, LIMITED, (hereinafter called the Marconi Company), of the other part, dated the sixth day of April, 1906, and forming the Schedule to this Act, is hereby approved and confirmed, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them respectively, and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful, and

the parties and each of them shall have full power and authority to do and perform, or refuse to do and perform, all and singular the several acts, deeds, matters or things in and by the said Agreement provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated and provided by the said Agreement.

2. The Marconi Company shall not be liable to any penalty under the provisions of the "Post and Telegraph Acts, 1891 to 1904," for any stations operated prior to the passing of this Act, without the authority of the Postmaster General, and this section may be pleaded and shall be an answer to any action or proceeding for such penalty.

SCHEDULE.

THIS AGREEMENT, made between the GOVERNMENT OF NEWFOUNDLAND, herein represented by the Right Hon. Sir ROBERT BOND, P.C., K.C.M.G., Prime Minister and Colonial Secretary of the Government of Newfoundland, and hereinafter referred to as "The Government," of the one part, and THE MARCONI WIRELESS TELEGRAPH COMPANY OF CANADA, LIMITED, a body politic and corporate, incorporated by an Act of the Dominion of Canada, and hereinafter referred to as "The Marconi Company," of the other part; witnesseth:

That whereas an Agreement was entered into on the twenty-second day of September, 1903, between the Government and Marconi Wireless Telegraph Company, Limited, respecting the establishment and maintenance of certain Wireless Telegraph Stations in Newfoundland and on the Labrador, and containing the terms and conditions under which these Stations should be established and maintained;

And whereas the said Agreement is still in existence and in force;

And whereas the parties hereto desire to conclude arrangements for the working of the said Stations and of other Stations erected by the Marconi Company in Newfoundland and on the Labrador:

Now, therefore, these presents witness and the parties agree as follows:—

1. That the Marconi Company shall put in working order all the Wireless Stations belonging to the Government that have been established on the Labrador, and shall commence to place in working order all the said Wireless Stations immediately upon the opening of navigation, and

shall proceed to complete said Stations with all due diligence, and, where instruments are found to be defective, and not up to the stipulations of the contract entered into between the Government and Marconi Wireless Telegraph Company, Limited, of date 22nd September, 1903, to provide new instruments.

2. That if one or more of the said Stations on the Labrador have been established in such locality or localities as to render it or them unworkable, the Marconi Company shall remove the said Station or Stations and erect it or them in such other locality or localities as shall be agreed to by the Government free of charge, the Government providing the Marconi Company with the means of transportation for the material.

3. That whereas the said Agreement of the 22nd September, 1903, contemplated the perfecting of the Government system of telegraphs to Cape Harrison by means of five Stations, and inasmuch as the Stations presently erected do not connect with Cape Harrison by at least thirty miles, that if the Marconi Company is unable to connect Domino with Indian Harbor, the said Company shall, at its own expense and cost, erect, maintain and operate another Station for the Government at Grady, and the Government shall supply the means of transportation of men and material in connection therewith.

4. That if the Government desires at any time to erect Stations at any settlements situate on the Labrador other than those that are herein designated, the Marconi Company shall erect same on the terms set forth in the said Agreement, Schedule A and all covenants in said Agreement contained on the part of the Government shall apply.

5. Provided those persons or companies who may be interested in the seal fishery of the Colony of Newfoundland shall arrange to supply their sealing steamers with the Marconi apparatus, the Marconi Company shall erect and maintain at their own cost and expense a Wireless Telegraph Station at such point on the north-east coast of Newfoundland as may be agreed upon between the Government and the Marconi Company to connect with the Government system of land telegraphs, the Government undertaking to provide transport for men and material should any such Station be erected.

6. The Marconi Company shall hand over to the Government land telegraph wires all business received at their Newfoundland and Newfoundland-Labrador Stations, and hereby undertake that no business of any description shall be communicated by them to any Station outside the Colony of Newfoundland, except over the Government Telegraph Sys-

tem; it being understood, however, that this limitation shall not prevent the utilization by the Marconi Company of either the Station at Anticosti or at Whittle Rocks for transmission of messages to Cape Ray, or the utilization of a land Station for the transmission of messages from one steamer to another in relation to navigation; it being also understood between the parties that the Marconi Company may, notwithstanding anything in the contract to the contrary, transmit directly over their own system Canadian Government messages, messages between owners and captains of ships in relation to their ships' business, messages in aid of navigation, and service messages.

7. The Marconi Company shall make no arrangements for the collection of messages originating outside the Colony and intended for transmission from any one of the Marconi Company Stations in the Colony of Newfoundland, or on the Labrador to passing ships, except under the stipulation that all such messages shall be delivered to the Commercial Cable Company at Canso for transmission over the Government System of Telegraphs to such Marconi Station in the Colony of Newfoundland; and the said Marconi Company shall use its best efforts and influences to secure such business for the Government and the Commercial Cable Company system; provided, however, that the Marconi Company may, notwithstanding anything in this contract to the contrary, transmit over their own system Canadian Government messages, messages between owners and captains of vessels in relation to their ships' business, messages in aid of navigation, and service messages.

8. The Marconi Company shall have in working order all their immediate Stations necessary for connecting the Government Wireless Stations on the Labrador with their system of land telegraphs as soon after the opening of navigation as is practicable, and shall operate the said Stations as soon after the opening of navigation in each year as practicable until the close of the fishing season on the Labrador in each year.

9. Should any interruption take place in the Government system of telegraphs, the Marconi Company shall take over at Cape Ray or Cape Race the business originating on the said Government system, and shall transmit, as far as their facilities enable them to do so, all such business to Canso or to some other land Telegraph Station belonging to the Commercial Cable Company, at the rate of forty cents for the first ten words, and three cents for each additional word, the address and signature free, for all messages intended for Canada and the United States, North and South America, or at such other rate as shall be adopted by the Government from time to time in the transmission of public messages; and at

the rate of five cents per word, charging for address and signature, for all messages to Great Britain and Europe, and Eastern countries, or at such other rate as shall be adopted by the Government from time to time in the transmission of public messages.

10. In case of such interruption taking place, the said Marconi Company shall, as far as their facilities enable them to do so, take over from the Commercial Cable Company at Canso, or some other land Telegraph Station belonging to the Commercial Cable Company, all messages originating outside of the Colony of Newfoundland and destined for transmission over the Government system of Telegraphs, and shall transmit them to Cape Ray or Cape Race, charging for that service the same rates as are above stipulated.

11. When transmitting public business over the Government system of land Telegraphs the Company's operator shall be subject to the rules and regulations of the Postal Telegraph system.

12. The Government shall construct, free of cost to the Marconi Company, a line of Telegraphs to connect with the Marconi Stations at Cape Race and Cape Ray, for the purpose of taking over their business, and the Marconi Company shall provide office accommodation and operators free of charge at these Stations upon the Government supplying the necessary telegraph instruments for the land wire connection.

13. The Marconi Company shall pay the Government of the Colony of Newfoundland four thousand dollars (\$4,000) for the Station at Cape Race, in accordance with the provisions of the Act of the Colony of Newfoundland, 5 Edward VII., cap. 7.

14. The Marconi Company shall maintain and operate free of charge to the Government, as soon after the opening of navigation in each year as is practicable, the Stations on the Labrador situated at Battle Harbour, Venison Island, Seal Island, Domino and Indian Harbour, and Grady (if the erection of such Station is found to be necessary), and shall continue the operation of the said Stations in each year until the close of the fishing season; the Government, however, to pay the royalty as provided for under the terms of the Agreement of 22nd September, 1903.

15. In consideration of the foregoing covenants on the part of the Marconi Company, the Government agrees to regard the Stations at Belle Isle, Point Amour, Point Riche, and Cape Ray as established and intended for reporting only passing ships and vessels, and will forego a

tax upon such Stations as long as it is shown that no commercial business is transacted except as herein provided, and the Government undertakes to pay to the Marconi Company the sum of four thousand dollars (\$4,000) per annum.

16. The Government undertakes also to forego the license fee due and payable under the Postal Telegraph Act for the years 1904 and 1905, and also to forego any penalty of twenty-five dollars (\$25) per day to which the Marconi Company may have rendered itself liable for each Station operated without the permission of the Government.

17. The Marconi Company is allowed to collect for its own benefit a toll not to exceed twenty cents (20c.) per message of ten words, and two cents for each additional word, on messages between Stations on the Labrador; and fifty cents per message of ten words, and three cents for each additional word, on messages transmitted from the Government Stations on the Labrador to Cape Ray, and on messages delivered at Cape Ray for transmission to any one of the Labrador Stations. All Government messages, however, to be transmitted free of charge.

18. The Marconi Company shall furnish the Government half-yearly in each year, or as soon thereafter as is reasonable, a sworn statement of the business received and transmitted at their respective Stations in the Colony of Newfoundland and on the Newfoundland-Labrador.

19. Should the Marconi Company wilfully violate any of the provisions of this contract, and, after notice being given to the Company by the Government, should the Marconi Company continue in their wilful violation of such provision of this contract, it shall then be competent for the Government to cancel and annul this contract and the license granted thereunder which the Marconi Company shall hold from the Postmaster General of the Colony of Newfoundland. Nothing, however, herein contained shall interfere with the rights of the parties concerned in the Contract of the 22nd September, 1903, as per Schedule attached.

20. This Contract is entered into for a period of ten years from the date herein, and, in consideration of the covenants of the Marconi Company, the Government undertakes that during this period it shall not connect its lines with any other Wireless Telegraph Company's System, or grant licenses to Stations of any other Wireless System, the erection of which may be contemplated for experimental or any other purposes.

21. At the expiration of the term herein agreed upon all Stations belonging to the Government on the Labrador, and their equipment, shall

then be handed over to the Government by the Marconi Company in good condition.

22. During the term of this Contract all instruments required for the Stations mentioned shall be admitted free of duty by the Government, and the Government undertakes to provide transportation for men and material in connection with the erection of any of the said Stations.

In witness whereof the parties to these presents have executed the same on the dates, and at the places respectively set opposite the signatures of their respective representatives, and have hereunto affixed their seals.

Executed at the city of St. John's, Newfoundland, by the Government of Newfoundland, on the sixth day of April, 1906, in the presence of—

(Signed), R. BOND,
Prime Minister and Colonial Secretary.

[Seal].

(Signed), ARTHUR MEWS.

Executed at the city of Montreal, in the Dominion of Canada, by the Marconi Wireless Telegraph Company, of Canada, Limited, on the seventeenth day of March, 1906, in the presence of—

(Signed), J. A. GREENSHIELDS,
“ JOHN D. OPPE,
Directors.

[Seal].

“ H. G. MATTHEWS.

6 EDWARD VII., CAP. 10.

An Act for the Confirmation of an Agreement between the Government and the Commercial Cable Company of New York.

[PASSED MAY 10TH, 1906.]

SECTION

- 1.—Confirmation of agreement.
- 2.—Respecting certain grants of land to Company.

SCHEDULE.

The Contract. Recitals.

- 1.—Traffic to be handed over at Canso by Government.
- 2.—Traffic to be handed over at Canso by Company.
- 3.—Respecting tolls to be received by parties on traffic.
- 4.—Right to land cables under certain conditions.

SECTION

- 5.—Powers of Company if cable landed.
- 6.—Operation of Port-aux-Basques-Canso Cable.
- 7.—Testing of cable.
- 8.—Repairing of cable.
- 9.—Payment for repairs.
- 10.—Cable for repairs.
- 11.—Storage of cable.
- 12.—Land grants.
- 13.—Rights of way.
- 14.—Government lines not to be managed by other Company.
- 15.—Term of agreement—ten years.

Whereas the Government has entered into an Agreement with the Commercial Cable Company of New York for the maintenance and operation of the Submarine Cable between Port-aux-Basques and Canso, and for the interchange of traffic with other telegraph systems;

And whereas it is desirable that said Agreement should be approved and confirmed by the Legislature:

Be it, therefore, enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Honor Sir WILLIAM HENRY HORWOOD, Knight, Deputy Governor in and over the Island of Newfoundland and its dependencies, in Council, of the one part, and the COMMERCIAL CABLE COMPANY, of New York, in the United States of America, hereinafter called the Company, of the other part, dated the 26th day of August, 1905, and forming the Schedule of this Act, is hereby approved and confirmed, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them respectively, and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful, and the parties, and each of them, shall have full power and authority to do and perform, or refuse to do and perform, all and singular the several acts, matters or things in and by the said Agree-

ment provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated and provided by the said Agreement.

2. It shall be lawful for the Governor in Council to grant to the Company in fee simple and without charge such quantities of unimproved Crown Lands, not exceeding fifty acres, as may be necessary for the erection of the Company's Cable Stations and Cable Houses; and also to give to the Company, through any unimproved Crown Lands, on routes approved by the Governor in Council, free right to lay cables in trenches from the landings to the Company's Telegraph Station.

SCHEDULE.

[Great Seal of Newfoundland].

THIS INDENTURE, made the 26th day of August, A.D. 1905, between
THE COMMERCIAL CABLE COMPANY, of New
(Signed),— York, in the State of New York and United
W. H. HORWOOD, State of America, (a body corporate and politic,
Deputy Governor. incorporated and existing under the laws of the
State of New York and of the Dominion of Canada), hereinafter referred to as "The Company," party hereto of the first part; and His Honour Sir WILLIAM HENRY HORWOOD, Knight, Deputy Governor in and over the Island of Newfoundland and its Dependencies, in Council, hereinafter referred to as "The Government," party hereto of the second part;

Whereas the Government has entered into a Contract for the furnishing and laying a Submarine Telegraph Cable between Port-aux-Basques, Newfoundland, and Canso, Nova Scotia, with a view to establishing connection between the Newfoundland Postal Telegraphs and other telegraph systems outside of Newfoundland;

And whereas it is necessary to make provision for the maintenance and operation of the said Submarine Cable, and for interchange of traffic with other telegraph systems;

Now therefore, this Indenture witnesseth, and the parties, in consideration of the premises and of their mutual covenants and agreements, and of the other considerations herein contained, do hereby covenant and agree as follows:—

1. The Government agrees to hand over to the Company at Canso, during the term of this Agreement, all traffic destined to points outside

of Newfoundland coming within its control, or to its lines at present existent, or which may hereafter be constructed or acquired, unless directed by the sender via some other route, and will charge at the ordinary rate for the transmission over the Government line of any words indicating the route.

2. The Company agrees to hand over to the Government at Canso, during the term of this Agreement, all traffic destined to points in Newfoundland coming within its control, or to its lines at present existing, or which hereafter may be constructed or acquired, unless directed by the sender via some other route, and will charge at the ordinary rate for the transmission over the Company's cable or cables of any words indicating the route.

3. (a) On full paid traffic between Newfoundland and Great Britain and Ireland passing over the Government's Telegraph system and the cables of the Company, the Government shall receive one-fifth of the present twenty-five cents per word tariff, or one-fifth of any future tariff which during the term of this Agreement may be established.
- (b) On full paid traffic from Newfoundland to Canada or the United States of North America, the Government shall pay to the Company the regular tariff rates at present established, or which may hereafter be established, for telegrams in Nova Scotia, or for telegrams from Nova Scotia to other parts of Canada, or from Nova Scotia to the United States of [North] America; and the Company shall pay to the Government for similar traffic from Canada, or from the United States of [North] America, to Newfoundland, the regular tariff rates at present established, or which may hereafter be established, for telegrams in Nova Scotia.
- (c) On full paid traffic between Newfoundland and all other points reached by the Company, or by administrations or companies with which it connects and exchanges business, the Government shall receive two cents per word out of the regular tariff rates between Nova Scotia and such other points, subject to such future possible betterments as the Company, or the Company with the assistance of the Government, may be able to procure.
- (d) On the traffic between Newfoundland and points not so reached by the Company or its connections, the Company shall

use its best efforts and influence to secure rates favourable to the Government, and the Government shall use its best efforts and influence to aid the Company in securing such rates, and until such rates are secured the provisions of clause 1 shall not apply to the traffic referred to in this clause.

- (e) On Government official messages between Newfoundland and Great Britain and Ireland the tariff shall be twelve and one-half cents per word; and on press messages in open, unabbreviated language, between Newfoundland and Great Britain and Ireland, ten cents per word, of which the Government shall in each case receive one-fifth.

4. The Government will grant to the Company the right to land any of its through cables at Newfoundland, on terms and conditions as favourable to said Company as those under which any other cables, present or future, are granted landing rights and privileges by the Government of Newfoundland, save and except any special privileges now enjoyed by the Anglo-American Telegraph Company, inclusive of the right of said Anglo-American Telegraph Company to compete with the Government telegraph system; it being understood and agreed that the Company shall not compete with the Government for traffic, nor transmit nor receive business from or to Newfoundland without the permission of the Government, unless and until the privilege so to compete and transmit and receive be granted by the Government to any other cable or cables which may hereafter make connections with Newfoundland.

5. In the event of the Company (with the permission of the Government) landing cables as hereinbefore provided, it shall be optional with the Company to transfer at its Newfoundland Station instead of at Canso a part or the whole of the traffic exchanged with the Newfoundland Government system; provided that the terms of transfer at the Newfoundland Station shall be the same as at Canso.

6. The Government will provide land connections at Port-aux-Basques for its submarine cable. The Company, during the term of this Agreement, agrees to provide at Canso all necessary land connections, machinery and instruments, for the efficient single or simplex operation of the Canso end of the said cable, and to operate the Canso end of said cable free of charge to the Government.

7. The Company agrees to test free of charge the said cable at Canso once in each week, and to report the results promptly to the Government.

8. The Company agrees to make repairs to the said cable when required by the Government so to do: Provided always, that the Company's repairing ship is not engaged on other work.

9. The Government agrees to pay the Company for the services of its repairing ship and staff when employed on the repair of said Government cable at the rate of five hundred dollars per day for each day, including the day of departure to perform said repairs and the day of return.

10. The Government will provide any cable which may from time to time be required for repairs under this Agreement.

11. The Company will provide, free of charge, storage in its cable tanks at Halifax for the Government's spare cable up to the length of ten miles, kept for the purpose of repairing said submarine cable.

12. The Government agrees to give the Company in Newfoundland free grants of unimproved Crown lands, where such lands may be required for the erection of the Company's cable stations and cable houses; said grants not to exceed a maximum area of fifty acres.

13. The Government agrees to give through unimproved Crown lands, on routes to be approved by the Government, free right for the Company to lay their cables in trenches from the landings to the Company's telegraph station.

14. The Government agrees that its cable or cables and land lines shall not be managed or controlled by any person or persons, directly or indirectly associated or connected with any other Telegraph Company or Companies.

15. The term of this Agreement shall be ten years from the date hereof, and shall be terminable at or at any time after the expiration of said ten years by six months previous notice in writing given by either party to the other, and no right, privilege, covenant or agreement herein contained shall be construed to extend beyond such period, or any extended period, unless agreed upon hereafter in writing between either of the parties hereto.

In witness whereof His Honour the Deputy Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereto, and has signed these presents, and the said Company has caused its corporate Seal to be hereto affixed, and the same authenticated by the signature of

GEO. G. WARD, its Vice-President, and ALBERT BECK, its Secretary, the day and year first hereinbefore written.

By His Honour's Command,

(Signed), R. BOND,
Colonial Secretary.

Signed, sealed and delivered in
the presence of—

(Signed), HUGH W. FACEY,

Witness to signature of

Rt. Hon. Sir ROBT. BOND,
Premier and Colonial Secretary.

THE COMMERCIAL CABLE COMPANY,

By,

(Signed), GEO. G. WARD, *Vice-President.*

[Corporate Seal].

Attest,—

(Signed), ALBERT BECK, *Secretary.*

6 EDWARD VII., CAP. 29.

An Act to amend 5 Edward VII., Cap. 16, entitled "An Act to Incorporate the Institute of Accountants of Newfoundland."

[PASSED 10TH MAY, 1906.]

SECTION

1.—Amendment of preamble of 5 Ed. VII., cap.
16.

SECTION

2.—Repeal of section 2 and substituted section.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The preamble to the Act 5 Ed. VII., Cap. 16, entitled "An Act to Incorporate the Institute of Accountants of Newfoundland," is hereby amended by substituting therein the words "Act of Incorporation" for the words "Charter of Incorporation."

2. Section 2 of the said Act is hereby repealed and the following substituted therefor:

2. The Institute is hereby empowered to promote and increase, by all lawful ways and means, the knowledge, skill and proficiency of its members in all things relating to the business or calling of an accountant, and to that end to establish classes, lectures and examinations, and prescribe such tests of competency, fitness and moral character as may be thought expedient, to qualify for admission to membership, and to grant Diplomas of Fellowship to competent members as a test of such competency.

7 EDWARD VII., CAP. 8.

An Act to amend the Acts in relation to the Harbor Grace Water Company.

[PASSED 26TH MARCH, 1907.]

SECTION

1.—Harbor Grace Water Company may increase capital stock.

SECTION

2.—Any shareholder eligible to vote and be a director.
3.—Constitution of Court of Revision.

Whereas the Harbor Grace Water Company was incorporated by the Act 26 Vic., cap. 5, with a capital stock of ten thousand pounds.

And whereas the said capital stock was by the provisions of various Acts of the Legislature extended to the amount of sixty-eight thousand dollars.

And whereas it is desirable further to increase the capital stock of the Company and to make certain other amendments in the Acts relating to the said Harbor Grace Water Company.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Harbor Grace Water Company shall have power to increase its capital stock by the further amount of twelve thousand dollars, subject in all respects to the said Act 36th Vic., cap. 5, and the Acts in amendment thereof, and such further capital stock shall have the like advantages as are provided with respect to stock already subscribed.

2. The Act 26 Vic., cap. 5, is hereby amended, so that notwithstanding anything therein contained, any person being a shareholder in the said Company shall be entitled to vote at all annual and general and other meetings of the Company, and shall be qualified to be elected as a Director of the said Company.

3. There shall be a Court of Revision for the purposes of the said Act which shall consist of the District Judge, (and in his absence, a Justice of the Peace appointed by the Governor in Council); a resident of Harbor Grace, who is not a shareholder in the Company, to be appointed by the Governor in Council; and a resident of Harbor Grace, not being

a shareholder in the Company, to be appointed by the two persons hereinbefore mentioned. The said Court of Revision shall have and exercise all the powers conferred upon the Court of Sessions by the Act 27 Vic., cap. 4, and any Acts in amendment thereof.

7 EDWARD VII., CAP. 9.

An Act further to amend 56 Vic., Cap. 11, entitled "An Act to Incorporate the Placentia Water Company.

[PASSED 26TH MARCH, 1907.]

SECTION

- 1.—Placentia Water Company may increase capital stock.
- 2.—Certain persons to be exempt from rates.

SECTION

- 3.—Company to have control of lake.
- 4.—Recovery of penalties.
- 5.—Powers of Auditor.

Whereas the Placentia Water Company was incorporated by the Act 56 Vic., cap. 11.

And whereas by the Act 2 Ed. VII., cap. 7, and 4 Ed. VII., cap. 4, the said Act was amended so as to enable the said Company to increase its capital stock;

And whereas it is desirable to enable the said Company further to increase its capital stock, and to make certain other amendments in said Acts.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Placentia Water Company as incorporated by the Act 56 Vic., cap. 11, shall have power, in addition to the increase authorized by the Act 2 Ed. VII., cap. 7, and the Act 4 Ed. VII., cap. 4, to increase its capital stock by the further amount of one thousand five hundred dollars, subject in all respects to the provisions of the said Act 56 Vic., cap. 11; and such further stock shall have the like advantages as heretofore provided with respect to the stock already subscribed.

2. Occupiers of houses or tenements situate above the level of the water supply shall be exempt from the payment of water rates under the said Act.

3. The said Company shall have possession and control of the pond or lake from which the supply of water is at present derived, and of the Crown lands surrounding and adjoining said pond or lake to the extent of three hundred yards from the margin thereof. For the purpose of preventing the pollution of the waters of said pond or lake, and the ob-

struction of the outflow thereof, the Company shall have power to make regulations and by-laws prohibiting the making, depositing, or keeping of **noxious, deleterious, or offensive** articles or substances on the land near to, or adjoining said pond or lake, or the carrying on of any business or operations likely to occasion the pollution of the water or the obstruction to the flow of water, and to fix penalties for the breach of such regulations or by-laws.

4. The penalties referred to in the foregoing section may be sued for and recovered in a summary manner before a Justice of the Peace by suit in the name of any officer of the Company.

5. The Comptroller and Auditor General, upon the order of the Governor in Council, shall have power from time to time to examine and audit the books of account of the said Company, and for such purpose the Company and its officers and servants shall produce before him all such books of account, vouchers and correspondence, and furnish all such further information as shall be required for the purpose of such audit. The Comptroller and Auditor General shall make a report upon said accounts up to the close of the next preceding year, which report shall be laid before the Legislature at the next Session thereof.

7 EDWARD VII., CAP. 10.

An Act further to amend 56 Vic., Cap. 39, Entitled “An Act to Incorporate a Company under the Style and Title of the St. John’s Gas Light Company.

[PASSED 26TH MARCH, 1907.]

SECTION 1.—Capital stock may be increased \$154,000.

Whereas the St. John’s Gas Light Company was by the Act 59 Vic., cap. 39, incorporated with a capital stock of (\$48,000) forty-eight thousand dollars, with powers therein given to increase said capital by an additional amount of (\$48,000) forty-eight thousand dollars.

And whereas the said Company by its petition has prayed that said Act may be amended so as to enable it further to increase its capital stock by the sum of (\$154,000) one hundred and fifty-four thousand dollars.

And whereas it is expedient to amend said Act for such purpose.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The St. John’s Gas Light Company as incorporated by the said Act 59 Vic., cap. 39, shall have power further to increase its capital stock by the sum of one hundred and fifty-four thousand dollars in addition to the increase allowed by the said Act, and the said increase hereby provided shall be made in the manner and subject to the conditions in the said Act prescribed with respect to the additional stock therein provided. All additional stock or shares issued under the provisions of this Act shall be subject to all the provisions of the said Act 59 Vic., cap. 39, and shall have all the advantages and be subject to all the obligations which are provided in respect to the stock or shares already issued.

7 EDWARD VII., CAP. 15.

An Act respecting the establishment of Speedier Communication between Great Britain and the Continent of America.

[PASSED 26TH MARCH, 1907.]

SECTION

- 1.—Confirmation of Agreement of Jan. 11, 1907.
- 2.—Necessary powers for making surveys.
- 3.—Respecting compensation to parties whose rights are affected.
- 4.—Application of Arbitration Act.
- 5.—Respecting certain reservations.
- 6.—Certain articles to be free of duty.

SCHEDULE—AGREEMENT.

- 1.—Interpretation of terms.
- 2.—Preliminary survey.
- 3.—Power to construct and operate railway.
- 4.—Power to equip and run steamers.
- 5.—Respecting steamers to cross Gulf of St. Lawrence.
- 6.—Steamers and railways to be connected system.
- 7.—Continuous operation.
- 8.—Equipment of railway.
- 9.—Conveyance of foreign mails.
- 10.—Conveyance of local mails.
- 11.—Powers for custody of mails on steamers.
- 12.—Mail cars on railways.
- 13.—Prohibited articles.
- 14.—Conveyance of mails according to rules.
- 15.—Meaning of continuous operation.
- 16.—Steamers exempt from certain charges.
- 17.—Respecting discrimination in rates.
- 18.—Respecting special rates or rebates.
- 19.—Respecting equality of rates.
- 20.—Respecting proportion between different passage rates
- 21.—Respecting proportion between different freight rates.

SECTION

- 22.—Penalties for extortionate rates.
- 23.—Annual subsidy of \$75,000 for twenty-five years.
- 24.—Power to continue subject to certain conditions.
- 25.—Respecting grants of land to the contractors.
- 26.—Payment of royalties by contractors.
- 27.—Respecting certain returns to be made by contractors.
- 28.—Respecting conveyances by the contractors.
- 29.—The plan of route to be furnished.
- 30.—Legislation to confer powers on contractors.
- 31.—Certain articles free of duty.
- 32.—Avoidance of agreement if work not commenced in two years.
- 33.—Respecting railway to Straits of Belle Isle and in Labrador.
- 34.—Exclusive right to tunnel.
- 35.—Conveyance of lands, &c., by Government to Contractors.
- 36.—Contractor may construct and operate a railway telegraph.
- 37.—Government may construct telegraph line along railway.
- 38.—Telegraph line to be free from duty.
- 39.—Contractors' telegraph exclusively for railway purposes.
- 40.—Contractors may form corporation.
- 41.—Differences to be submitted to arbitration.
- 42.—Agreement subject to confirmation by Legislature.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir WM. MACGREGOR, K.C.M.G., C.B., M.D., Governor of Newfoundland, on behalf of the Government (and hereinafter called the "Government"), of the one part, and ALBERT LIONEL OCHS, GEORGE OCHS, and THOMAS FELL DALGLISH, carrying on business in London and Paris under the style and firm of OCHS BROTHERS, and HARRY CRAUFUIRD THOMSON, of London (all of whom are hereinafter called the "Contractors"), of the other part, dated the 11th day of January, 1907, forming the Schedule to this Act, and hereinafter called the "Contract," is hereby approved and confirmed, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the said parties thereto,

and each of them respectively; and all and singular the several Acts, matters and things therein provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful, and in so far as not by this Act expressly provided for, the parties, and each of them, shall have full power and authority to do and perform, or refuse to do and perform, all and singular the several acts, deeds, matters, or things in and by the said Contract provided to be done, as the case may be, in the manner and under the conditions stipulated and provided by the said Contract.

2. For the purpose of making the preliminary survey, and all other surveys provided in said Contract, and for the purpose of the construction of the line of railway or the tunnel, or any connection as is therein mentioned, it shall be lawful for the Government, the Contractors, or the Company provided in section 40 of the Contract, their engineers, servants and workmen, to enter upon public or private property, and do all such things thereon as may be necessary for the said purposes, and upon the same being surveyed to enter and take possession of such private lands as may be required for a railway track, one hundred feet in width, and enter upon and take possession of any such lands as may be required for sites for stations, and for terminal facilities in connection with the said railway, and the said land shall thereupon vest in and become the property of His Majesty for the purpose of such railway and of this Act.

3. For the purpose of ascertaining the damage that may be occasioned to any person whose interests in any lands or tenements may be affected under the provisions of this Act, unless the same may be agreed upon between the said person and the Governor in Council, which agreement the Governor in Council is authorized to make, the Governor in Council shall appoint one person and the Contractor shall appoint another, and in case the two arbitrators cannot agree as to the third arbitrator, such third arbitrator shall be appointed by the Supreme Court, which three persons or any two of them shall determine the amount of compensation, if any, to be paid to such party according to his interest therein. And in case any party shall refuse or neglect to appoint an arbitrator within seven days after notice in writing so to do from the other two arbitrators, such two arbitrators shall name a third arbitrator, and the award of any two of them shall be final and binding; and the said arbitrators shall be sworn before a Justice of the Peace to do justice between the parties, and may summon and require the attendance before them of all parties interested in the property to be appraised by them, the agents of such parties respectively, and all necessary witnesses, and require the production of all deeds and papers requisite to establish the title or inter-

est of any party claiming compensation in manner hereinbefore mentioned, and may examine upon oath, to be administered by any one of such arbitrators, all such parties or their agents, and all such witnesses, touching the matter to be enquired into. If the arbitrators shall be of opinion that the proprietors of land taken for the purpose aforesaid may be indemnified at a less expense by having an equal portion of land assigned to them from any land adjoining, and that such adjoining land may be taken without material injury to the proprietor thereof, the said arbitrators shall mark off and in like manner appraise, so much of the said adjoining land as they may think sufficient to replace the land required as aforesaid, and the same so marked off shall belong to the first mentioned proprietors and be in lieu of all indemnity; and the appraised value of the same shall be paid to the party from whom such land was so taken, and shall be a full satisfaction and release of the same, and of all right and title thereto: Provided that if the land so to be given shall not be deemed an equivalent for the land so to be appropriated for the said purposes of the said railway and buildings as aforesaid, the said proprietor shall be paid such sum as may be, with the land so to be given, a full satisfaction for the land so dedicated.

4. The provisions of "The Arbitration Act, 1895," shall, so far as the same are applicable, apply to all arbitrations under this Act.

5. Whereas by orders of the Governor in Council dated August 17th, 1906, and January 23rd, 1907, respectively, there were reserved from grant, lease or license for any purpose whatsoever under the Acts relating to Crown lands, timber, mines and minerals, certain areas of land, namely:

- (1) Commencing at a point on the west side of Southwest Arm, Green Bay, in the District of Twillingate, said point being about nine miles from the bottom of said Southwest Arm; running thence in a straight line to a point about one and a half miles South from the Northeast angle of lot number 205 granted to the Reid Newfoundland Company; thence South (true) to the shore on the North side of the North Arm, Bay of Islands; thence along the shore to a point on the South side of said Arm about two miles from the bottom thereof; thence to a point about one mile South of the Northeast angle of lot number 30 granted to the Reid Newfoundland Company, aforesaid; thence in a straight line to a point about two miles North of the mouth of Indian Brook, Hall's Bay, in the District of Twillingate, aforesaid; thence to a point on the South Shore of Southwest Arm,

Green Bay, aforesaid, about one mile from bottom of said Arm, and thence by the shore of said Arm to the place of commencement.

- (2) Commencing at a point on the South Shore of Portland Creek, in the District of St. Barbe, at the Southwest angle of lot number 209 granted to the Reid Newfoundland Company; running thence East (true) ten miles, South twelve miles; thence in a straight line to the Northeast angle of lot number 208 granted to the Reid Newfoundland Company; thence West to the shore, and thence by the shore to the place of commencement.
- (3) Commencing at a point on the shore near Martin Point, in the District of St. Barbe, at the South-west angle of lot number 208 granted to the Reid Newfoundland Company; running thence East (true) ten miles; thence South to the North boundary of lot number 207 granted to said company, and thence by the shore to the place of commencement.
- (4) Also all that piece or parcel of land lying between the North boundary of lot number 206 granted to the Reid Newfoundland Company, and the shore of Bonne Bay.
- (5) And also all that piece or parcel of land bounded on the West, North and East by the shore of Bonne Bay, and on the South by a line, being the extension westerly of the Reid Newfoundland Company's lot number 207.

It is hereby declared that the said reservations and Orders in Council are valid, legal and binding as from the dates of said Orders respectively, notwithstanding anything in any Act to the contrary, and the said areas of land shall not be granted, leased or licensed to any person whatsoever until the Contractors shall furnish to the Government the map or plan mentioned in section 29 of the Contract; but after the said map or plan is furnished as aforesaid, such of the said areas or any parts thereof as are not within five miles of either side of the general line of route shown on the said map or plan shall be open to grant, lease or license as heretofore.

6. All articles to be used in the original construction of the railways in the Contract mentioned and all rolling stock imported for the original equipment of the same shall be admitted into this Colony free of duty.

SCHEDULE.

THIS AGREEMENT made and entered into at St. John's, in the Colony of Newfoundland, this 11th day of January, Anno Domini one thousand nine hundred and seven, between His Excellency Sir WILLIAM MACGREGOR, K.C.M.G., C.B., M.D., Governor of the Island of Newfoundland and its Dependencies, in Council, (hereinafter called "the Government," which expression shall include, whenever the context so admits, the Government for the time being of the said Island), of the first part, and ALBERT LIONEL OCHS, GEORGE OCHS and THOMAS FELL DALGLISH, carrying on business in partnership together as merchants at No. 34 Clement's Lane, London, and also in Paris, under the style or firm of OCHS BROTHERS, and HARRY CRAUFUIRD THOMSON, Barrister-at-Law, of 21 Doughty street, London, W. C., (all of whom are hereinafter referred to as the Contractors, which expression shall, when the context so admits, include the Contractors and their assigns), of the second part;

Whereas it is desirable to establish a safer and speedier means of communication between Great Britain, Ireland, and the continent of North America, by way of and through the Island of Newfoundland, and thereby to facilitate and promote the development of the resources of the said Island;

And whereas the said means of communication would be of Imperial importance and of great strategic value in time of war by affording a route quicker and less exposed to attack than any now existing route;

And whereas such means of communication would also establish a quicker route between Great Britain and the Pacific Coast of the continent of America, the Colonies of Australia and New Zealand, Japan, and the countries of the Far East;

And whereas it is believed that substantial assistance and support would be afforded for such means of communication by the Governments of the various countries which would be benefitted thereby;

And whereas certain negotiations have taken place between the parties hereto with a view to the investment of capital by the said firm of Ochs Brothers in the establishment of such means of communication, for which purpose they intend to form a company or corporation under the style and title of "The British-Newfoundland Railway and Steamship Company, Limited," or such other similar style and title as may be decided upon.

Now this Agreement witnesseth that the Government and the Contractors do hereby mutually covenant and agree as follows:—

1. In this Agreement, unless the context requires a different meaning, the word “railway” or “railways” shall mean the track, right of way, road-bed, cuttings, embankments, ditches, water-ways, diversions, road-crossings, bridges, viaducts, culverts and retaining walls, rip-rap, crib-work, sidings, Y’s, turn tables, water stations and water service, stations and station sites, telegraph lines, engine houses, coal sheds, machine shops and machines, tools and appliances in and in connection with machine shops, locomotive engines, cars, snow-ploughs, flangers, and other rolling stock, buildings and structures provided and to be provided, and all other materials, accessories, and equipments; and the word “steamship” or “steamships” shall be held to include all docks, wharves, piers, landing stages, equipment, machines, tools and tackle for loading and unloading.

2. The Contractors shall make such preliminary survey as they may consider necessary for the purpose of enabling them to locate approximately the proposed line of railway, more particularly mentioned in the next following clause of this Agreement, and shall undertake all expenditure and make all payments necessitated by such preliminary survey.

3. It shall be lawful for the Contractors, at their own expense, to survey, lay out, construct, maintain and operate a railway of the gauge of four feet eight and one half inches from a point to be selected by the Contractors in Notre Dame Bay, to a point to be also selected by the Contractors on the Western Coast of Newfoundland: Provided that before entering upon such work the Contractors shall submit, for the approval of the Government, a specification as to weight of rails, curvatures, gradients, and width of embankments and cuttings, type of bridges, culverts, drains, formation through marshes, type and materials of stations, equipment, safety appliances and the like.

4. It shall be lawful for the Contractors to construct, equip, charter, or provide three steamships to be used in connection with the said railway, having a gross tonnage of not less than five thousand tons each, and capable of maintaining a minimum average ocean speed of seventeen knots an hour in moderate weather; such steamers to sail from some port, to be from time to time selected by the Contractors, in Great Britain or Ireland, and to call once in every week at the least, on the voyage from Great Britain or Ireland to Newfoundland, first at the port to be selected in Notre Dame Bay, as aforesaid, next at St. John’s, Newfoundland, and lastly at some port to be selected from time to time by the Contractors in

the Dominion of Canada, or in the United States of America, and to call also once in every week at the least on the voyage from Canada, or the United States, to Great Britain or Ireland, first at St. John's, and next at the said port so to be selected in Notre Dame Bay, so as to provide a continuous weekly service between Great Britain, or Ireland, and Newfoundland, as well as between Newfoundland and the Dominion of Canada, or the United States: Provided that from the first of January to the first of May in every year the said steamers shall only be bound to call at St. John's, Newfoundland, or such other port in Newfoundland as may be agreed upon from time to time by the said parties, and at such port in Canada or the United States so to be selected as aforesaid.

5. It shall be lawful for the Contractors to construct, equip, charter or provide a steamship with a tonnage of not less than two thousand tons, and capable of maintaining a minimum average ocean speed of twenty knots an hour in moderate weather, for the purpose of connecting the port on the Western Coast of Newfoundland, so to be selected by the Contractors as aforesaid, with some port to be also selected from time to time by the Contractors on the Coast of Gaspé in the Province of Quebec, or on the Coast of the Province of New Brunswick; such steamship to call at both of such ports twice in every week from the first of May to the 31st of December in every year.

6. The aforesaid railway and the aforesaid steamships shall constitute and be operated as one connected system and the Contractors shall convey and transport thereby and thereon all such Government mails which may be tendered to them for such conveyance and transportation during the period hereinafter provided in that behalf, and for the remuneration hereinafter set forth and agreed by the Government to be paid, and in accordance with the terms, regulations and conditions hereinafter set forth and agreed by the Contractors to be kept, observed and performed; and in order to enable the people of the Colony of Newfoundland (hereinafter called "the Colony") to fully avail themselves of the said railway and steamship system, it shall be lawful for the Contractors to make, or cause to be made, a connection at some point to be decided by the Contractors, between the said railway and the general railway system of the Colony, or to construct an extension of the said railway to Saint John's, or such other port as may be mutually agreed upon.

7. The Contractors shall continuously operate the said railway and steamships together with the connecting railway (if constructed) referred to in the preceding section, of a gauge to be agreed upon between the said parties, and all stations, station houses, flag station depots, water

stations, sidings, repair shops, and turn-tables, and all other works and conveniences necessary or convenient for the efficient operation of the railway.

8. The line of railway, with any branches connected therewith, shall be constructed in a substantial, reliable and efficient manner, and the railway when completed, the equipment thereof, and the rolling stock, shall be subject to approval by an engineer appointed by the Government, and the said railway, and the equipment and rolling stock used in connection therewith, shall be afterwards maintained in an efficient, reliable and satisfactory condition, subject to the approval of the Government Engineer. Should any dispute arise as regards the report of the Government Engineer, or as to such substantiality, reliability or efficiency, the said dispute shall be decided by arbitrators to be appointed, one by the Government, one by the Contractors, and a third by those two so named; and in case the two first-named arbitrators are unable to agree as to the third arbitrator, then such third arbitrator shall be appointed by the Supreme Court. Should the railway, upon inspection, prove to be not substantial, reliable and efficient, the Contractors shall make the same substantial, reliable and efficient without unnecessary delay.

9. The Contractors shall, during a period of twenty-five years, to be computed from the date when the said railway and steamship system shall be completed and operated, cause to be conveyed once in each and every week at least, or whenever the said connected system of railway and steamships or any part thereof, shall be operated, if the same be operated oftener than once a week, by the said railway and the said steamships, from Newfoundland to the ports in Great Britain or Ireland, and in the Dominion of Canada, or the United States, to be selected as aforesaid, all such of His Majesty's Newfoundland mails as may be tendered to them for the purpose of such conveyance. The expression "mails" shall, for the purposes of this Agreement, be construed as including all bags, boxes, baskets or other packages of letters, newspapers, books or printed papers, and all other articles transmissible by post, according to the rules of the Postal Union (or such amendments thereof as may from time to time be made), except perishable articles or perishable goods.

10. The Contractors shall also cause to be conveyed all such of His Majesty's local Newfoundland mails as may be tendered to them for conveyance to each port of call of the said steamships respectively in Newfoundland, whenever the said steamships shall be operated; and the said steamships shall not remain less than two hours at each of such ports respectively, on each and every arrival there; such time to be calculated by the firing of a gun on entering the port.

11. A separate and secure room, or place of sufficient size, shall be provided in each of the said steamships for the deposit and safe custody of His Majesty's Newfoundland mails, and the master or commander of such steamship shall, by himself, or by one of his officers, immediately on arrival at the port of destination, (or in the case of local Newfoundland mails the ports of call of such steamships) in Great Britain, Ireland, Newfoundland, Canada or the United States, respectively, deliver all such mails as aforesaid into the hands of the proper officer of the Post Office at such ports respectively, or to such other person at the said ports respectively, as the respective Governments shall authorize to receive them, and on such delivery the Contractors shall cease to be under any responsibility for the further conveyance of such mails to their ultimate destination.

12. The Contractors shall provide the Government with all necessary facilities for transporting His Majesty's Newfoundland mails over the said railway system in such quantities as the Government may require; the Contractors shall attach a postal or mail car to each passenger train run on the said railway and the Government mail agent shall have the exclusive use and possession of such postal or mail car, and shall have due facility for the delivery and receipt of mails at each station along the said line of railway. The said postal or mail car shall be used only for the purposes of Government mails.

13. The Contractors shall not convey in any passenger train, or in any of the said steamships, any nitro-glycerine or other article which shall from time to time have been declared at Lloyd's to be specially dangerous.

14. The Contractors shall not receive, or convey, or permit, or suffer to be received or conveyed, on the said railway, or on board any of the said steamships, any letter for conveyance to or from Newfoundland, in contravention of the rules of the Postal Union (save and except such letters as are for the time being by law exempt from the exclusive privileges of the Postmaster General.)

15. The Contractors shall be deemed to continuously operate the said railway and the said steamships within the meaning of this Agreement, if and so long as they shall operate the said railway and the said steamships in accordance, so far as reasonably practicable, with their regular time table, except when prevented by any cause over which the Contractors have no control; and failure to operate the said railway and the said steamships in accordance with such time table, if due to any such cause as last mentioned, shall not in any way involve or work any for-

feiture of the payments and subsidies, rights and privileges, hereinafter provided and set forth, or any of the same; nevertheless, it is hereby covenanted and agreed that the Contractors shall use all due diligence in every respect to operate the said railway and steamships in accordance so far as reasonably practicable with such time table: Provided that if the Contractors shall for a period of five years consecutively cease to continuously operate the said railway when not prevented by any such cause as aforesaid, the same shall be forfeited to and become the property of the Government, and all liability on the part of the Government for the payments and subsidies hereinafter provided either for railway or for steamship or steamships, shall cease.

16. The said steamships shall not be liable to, nor charged with any port charges or light dues in Newfoundland, but shall be liable to the usual pilotage charges in St. John's.

17. The Contractors, in fixing any rate, shall not, under like conditions and circumstances, make any unjust or partial discrimination between different localities; but no discrimination between localities, which by reason of competition by water or railway it is necessary to make in order to secure traffic, shall be deemed to be unjust or partial.

18. The Contractors shall not make or give any secret or special rate, rebate, drawback, or concession to any person; and the Contractors shall, on the demand of any person pecuniarily interested therein, make known to him any special rate, rebate, drawback or concession given to anyone.

19. All freight and passenger rates or charges shall always, under the same circumstances, be charged equally to all persons, and at the same rate, whether per ton, per mile, or otherwise, in respect of all passengers and goods conveyed or propelled by a like railway carriage or engine, passing only over the same portion of the line of railway; and no reduction or advance in any such rates or charges shall be made, either directly or indirectly in favour of or against any particular person, corporation or company travelling upon or using the railway.

20. The rates to be charged by the Contractors for carrying passengers on the said steamships between Great Britain and any of the said ports in Newfoundland shall bear the same proportion to the rates charged by the Contractors for carrying passengers on the said steamships between Great Britain and the term and port of such steamships, as hereinbefore provided, in the Dominion of Canada, or in the United States of

America, as the distance between Great Britain and such port in Newfoundland bears to the distance between Great Britain and such terminal port; regard being had to the slightly higher rate which is always charged for a portion of a voyage as compared with the rate charged for the whole voyage.

21. The rates to be charged by the Contractors for freight on the said steamships between Great Britain and any of the said ports in Newfoundland shall bear the same proportion to the freights charged by the Contractors on the said steamships between Great Britain and the terminal port of such steamships, as heretofore provided, in the Dominion of Canada or in the United States of America, as the distance between Great Britain and such port in Newfoundland bears to the distance between Great Britain and such terminal port; regard being had to the expense attendant upon shipment and discharge, and regard being also had to the slightly higher rate which is always charged for the portion of a voyage in proportion to the rate which is charged for the whole voyage.

22. Every person from whom the Contractors shall exact any unjust or extortionate rate shall, in addition to the amount so unjustly exacted, be entitled to recover from the Contractors as damages an amount equal to three times the amount so unjustly exacted.

23. In the event of the Contractors constructing the said railway, and constructing, equipping, chartering or providing the said steamships as aforesaid, and duly and faithfully observing, performing, or being ready & willing to observe and perform, all the covenants, conditions, stipulations and provisions herein contained, and on the part of the Contractors to be observed and performed, the Government shall and will pay to the Contractors for a period of twenty-five years, to be computed from the date that the said railway and steamship system shall be completed and operated, by equal half-yearly payments, the fixed annual sum of (\$75,000) seventy-five thousand dollars, as and for their proportion of a mail subsidy.

24. Upon the expiration of the said period of twenty-five years, if the Government shall desire to continue to avail itself, for the carriage of the Newfoundland mails, of the service of the said railway and the said steamships, or either of them, the amount to be paid by the Government to the Contractors in respect of the carriage of such mails, and the terms and conditions upon which the same shall be conveyed by the Contractors, shall be determined by arbitrators to be appointed in manner hereinafter provided:

25. (a) When, and so soon as, the said railway, and the said steam-

ships, shall have been constructed, equipped, chartered or provided as aforesaid, and shall have been put into operation, the Government shall convey to the Contractors in fee simple all the lands forming the site, and lying on each side of the railway track where it passes through Crown lands, and not being distant more than fifty feet from the centre of the railway track; and also an area not to exceed one mile square of such Crown lands as may be available at each of the ports to be selected in Notre Dame Bay, and on the Western Coast of the Island, as aforesaid, for terminal facilities and also one thousand five hundred acres of ungranted Crown lands in respect of each mile of railway constructed. Such last mentioned lands shall be selected by the Contractors within one year after the completion of the railway line, and be located on each side of the railway track in alternate blocks of not less than one mile square, nor more than five square miles in area to each block, and having a frontage on the railway line of not more than one mile to each block, as the Contractors shall select; of which blocks the Contractors shall have the right of first selection: Provided that in the event of such lands not being available along the railway track, the Contractors may select other ungranted Crown lands alternately with the Government in blocks of not less than one square mile nor more than five square miles to each block. The measurement of the longest boundary of any of the blocks, other than those abutting on the railway or the areas to be granted for terminal facilities or the site for the railway track, to be not more than five miles, and the boundaries of said blocks, except such boundaries as are formed by the sea-shore, to be on true meridian or parallels of latitude: Provided always that the total area of the lands to be so granted, wherever situated, shall not exceed altogether 125,000 acres. The surveys of the said blocks of land shall be made by the Contractors at their own expense by surveyors to be approved by the Governor in Council, whose survey shall be subject to like approval, and the grants in fee simple in respect thereof shall be made by the Government to the Contractors on the completion of each of the said surveys.

- (b) The Government shall also convey to the Contractors, in fee simple, all mines, ores, precious metals, minerals and stones, and all mineral oils, and peat and slate, of every kind in

and under any lands conveyed under sub-clause (a) of this clause, but such title shall not convey any exclusive right to water powers or lakes.

- (c) The Contractors and their assigns shall be at full liberty, by their agents and workmen, to search for, win, raise, convert, make merchantable and fit for sale, and carry away, sell and dispose of all such mines, ores, precious metals, minerals and stones, and mineral oils, and peat and slate, as aforesaid.

26. The Contractors and their assigns shall pay to the Government in each and every year, as and by way of royalty in respect of all ores, precious and other metals, minerals and stones, and mineral oils, and peat and slate, gotten in or from all lands to be granted by this Agreement, and sold by them during the preceding year, a sum equivalent to five per centum of the net realized profits obtained therefrom; and for the purpose of ascertaining such net profits there shall be deducted from the gross sums received by the Contractors, or their assigns, from the products of the mines, the following items:—

- (1) The amount of all wages and salaries paid to workmen and others employed in or in connection with the mining operations of the Contractors or their assigns;
- (2) A sum equivalent to ten per centum per annum of the actual cost of the mines, and of all buildings, shafts, engines, machinery, gear, tools, rails, waggons, and other plant and effects of every description used in connection with the mines;
- (3) The costs of insuring and keeping insured all buildings, shafts, engines, machinery, gear, tools, rails, waggons, and other plant and effects aforesaid;
- (4) All taxes, rates, assessments and duties payable to the Government and any local authority;
- (5) All cost and expense of every kind which may be incurred in operating or repairing the properties, and all cost and expense of storage, freight, export duties, and harbour, dock, and other dues paid by the Contractors or their assigns.

Any dispute arising between the Government and the Contractors, or their assigns, in connection with the said royalty, or with the deductions to be made from the said gross price in re-

spect of the items hereinbefore mentioned, or any of them, shall be determined by the Auditor-General of the Colony, whose decision shall be final and binding upon both parties.

27. The Contractors and their assigns shall, in each and every year, at a time to be agreed upon between the Government and the Contractors, make a return to the Government showing:—

- (1) The quantity of ores, precious and other metals, minerals and stones, and mineral oils, and peat and slate taken, won, or gotten by them during the preceding year from the said lands;
- (2) The price actually received by them for the same;
- (3) The amount paid during the same year for such wages and salaries as aforesaid;
- (4) All sums paid during the same year for such insurance as aforesaid;
- (5) All taxes, rates, assessments and duties (if any) paid during the same year;
- (6) All such costs and expenses of operating, repairing, storage, freight charges, expenditure, and harbor, dock and other dues as aforesaid paid during the same year.

28. In the event of the Contractors conveying any of the mines, ores, precious and other metals, minerals or stones or mineral oils, or peat or slate, in or under any of the lands to be conveyed to them under sub-clause (a) of clause 24 of this Agreement, or the right to search for, take, win, or get any of the same, to any corporation, company or person, the Contractors shall, from and after the execution by such corporation, company or person in favor of the Government of a proper deed of covenant, the form whereof shall be approved by the Attorney General of the Colony, such approval not to be unreasonably withheld, binding such corporation, company or person to perform and observe all and singular the stipulations and provisions contained in the two last preceding clauses of this Agreement, be absolutely freed and discharged from all and singular the said stipulations and provisions, and from all liability to perform and observe the same, or any of them, and from all claim and demand whatsoever in respect of the same or any of them.

29. The Contractors shall furnish to the Government, within one

year from the confirmation of this Agreement by the Legislature, a map or plan signed by them, or by some person duly authorized on their behalf, and showing thereon, subject to such alterations as may thereafter be decided upon by the Contractors, the general line of route of the said railway, and for the period of one year after the said map shall have been so furnished the Government shall not give, grant or dispose of any public land, timber or mining rights or privileges within a distance of five miles on each side of the said line.

30. The Government hereby undertakes that it will procure the insertion of proper and sufficient clauses in the Act confirming this Agreement to confer power upon the Contractors, or any company which shall have been formed as hereinafter is provided, and shall have adopted this Agreement, to enter upon Crown or private lands for the purpose of the preliminary survey hereinbefore mentioned, and any other surveys which they may think necessary for the purpose of the construction of the said line of railway, or of any such connection as hereinbefore mentioned, between the said line of railway and the general railway system of the Colony, or of the line of railway and tunnel hereinafter mentioned, to appropriate such portions of such private lands as may be required for a railway track of one hundred feet in width for the said lines of railway respectively, and such sites as may be required for stations, and for terminal facilities in connection therewith. The Contractors or such Company as aforesaid paying for such lands such compensation as may be determined by the arbitrators appointed in the manner hereinafter provided; and to occupy temporarily lands near the railways during the construction thereof, and all other clauses as may be necessary or desirable to enable the Contractors or such company as aforesaid to carry into effect this Agreement.

31. All articles to be used in the original construction of the railways, first hereinbefore and hereinafter mentioned respectively, and all rolling stock imported for the original equipment thereof respectively, shall be admitted free of duty.

32. If the construction of the said first hereinbefore mentioned railway shall not be commenced within two years from the date of confirmation of this Agreement by the Legislature of the Colony, or shall not be completed within five years from the date of such confirmation, or in the event of the steamships not being constructed, equipped, chartered or provided as hereinbefore stipulated and agreed, all the powers, rights, authorities, privileges and advantages hereinbefore given and granted to the Contractors shall cease and determine.

33. It shall be lawful for the Contractors at any time before the ex-

piration of the period of eight years next after the date of confirmation of this Agreement by the Legislature of the Colony, provided the service by the hereinbefore mentioned railway and the said steamships shall be then provided, completed and in operation, to commence the construction of a railway from some point to be selected by the Contractors on the hereinbefore mentioned railway, to the Straits of Belle Isle, and thence through the Newfoundland territory of Labrador to the boundary of the Province of Quebec, and to amalgamate, unite or otherwise operate such railway in conjunction or co-operation with any railway or railways operating in Labrador, either under the authority of the Government of Quebec or of the Government of the Dominion of Canada, or otherwise, and to connect the several parts of such railway across the Straits of Belle Isle, either by ice-breaking steamers or by means of a tunnel, whichever may be in the opinion of the Contractors the most advisable. If the railway to be constructed under this clause shall not be commenced as aforesaid, or shall not be completed within seven years from the date of its commencement, the right by this clause covenanted and agreed by the Government to be granted and conferred upon the Contractors shall absolutely cease and determine.

34. The Government shall grant and secure to the Contractors for a period of twenty-five years, to be computed from the date of completion of the railway referred to in the last preceding clause hereof, the exclusive right to tunnel under the Straits of Belle Isle, provided that the said railway be commenced and completed within the respective periods hereinbefore provided in that behalf.

35. The Government on completion of the railway referred to in the two preceding sections, shall convey to the Contractors in fee simple from the Crown lands of the Colony all lands forming the site and lying on each side of the railway track, and not being distant more than fifty feet from the centre of the railway track, and such lands as may be required for the said tunnel, to be of one hundred feet in width throughout, and such lands as the Contractors may reasonably require for stations, and also an area not to exceed one mile square, to be selected by the Contractors, of such Crown lands as may be available on each side of the Straits of Belle Isle for terminal facilities: but the Contractors shall not be entitled to any further grant of land or to any mail subsidy in connection with or in consideration of the construction or operation of such railway. The Government shall also convey to the Contractors all mines, ores, precious and other metals, minerals, and stones, peat and slate, and all mineral oils, in and under all lands conveyed to the Contractors in pursuance of this clause.

36. It shall be lawful for the Contractors to construct, complete, keep in order, and operate a telegraph line (hereinafter referred to as the "railway telegraph") along the right of way of any of the said railways and tunnel that may be constructed by the Contractors as hereinbefore provided.

37. The Government may, at any time that it may deem advisable, construct and maintain an independent telegraph line along the right of way of any of the said railways and tunnel.

38. The said telegraph line, and all property and equipment connected therewith, shall be free from duty for original instalment, and from taxation, municipal or otherwise.

39. The Contractors shall not send, or permit to be sent, by the railway telegraph, any communications whatsoever other than such as relate exclusively to the Contractors' business, as hereinafter defined, save when the said railway telegraph shall be used for the purpose of transmitting Government telegrams: provided that messages on the Contractor's business shall be held to mean such telegraphic communications or messages only as shall be sent by officials of the Contractors, and shall purport to concern the despatch and arrival of the Contractors' trains or rolling stock or steamers, or the condition or requirements of the steamers or of any portion of the Contractors' permanent way station houses, or other property or affairs whatsoever or luggage of passengers mis-sent, forgotten or delayed, or for the purpose of summoning the attendance of any of the Contractors' officials or agents, or of preventing such attendance; and such telegrams shall not under any circumstances include or mean telegraphic communications or messages interchanged between parties, whether officials or agents of the Contractors or not, concerning the private or personal convenience of the sender on any matter or thing whatsoever; and no telegram shall be deemed a message on the Contractors' business within the meaning of this Agreement, unless the person signing the same, or sending it, be an official in the employment of and paid by the Contractors for the time being. The Government shall have the right to exercise censorship over such line.

40. It shall be lawful for the Contractors to form a Company or Corporation to be called "The British-Newfoundland Railway and Steamship Company, Limited," or such other similar name (hereinafter referred to as "the Company"), having for its object, amongst other things, the adoption and carrying into effect of this Agreement; and upon the

adoption of this Agreement by such Company, in such manner as to render the same binding upon such Company, this Agreement shall be thenceforth construed and have effect in all respects as if the Company had been a party thereto instead of the Contractors, and as if the expression "the Company" had been originally inserted in this Agreement throughout in lieu of the expression "the Contractors" wherever that expression occurs therein, and as and from such adoption as aforesaid the Contractors shall be discharged from all liability in respect of this Agreement.

41. When any difference, dispute, question, matter or thing is in this Agreement referred to arbitration or arbitrators, or where in any case the approval of arbitrators is required, or where any work or thing is required to be constructed, maintained or done to the satisfaction of arbitrators, or when any difference, not herein expressly provided for, shall arise between the parties to this Agreement touching the construction or effect or carrying out thereof, or otherwise in connection with this Agreement, such difference, dispute, question, matter or thing shall be determined, and such approval shall be given by, and such work or thing shall be constructed, maintained or done to the satisfaction of three arbitrators, or the majority of them, one of such arbitrators to be appointed by the Government, one by the Contractors, and the remaining arbitrator by the two arbitrators so appointed as aforesaid; and in case the two first-named arbitrators are unable to agree as to the third arbitrator, then such third arbitrator shall be appointed by the Supreme Court; and the provisions of "The Newfoundland Arbitration Act, 1895," shall apply so far as the same shall be applicable to any difference, dispute, question, matter or thing referred to, or which may come before arbitrators under this Agreement.

42. This Agreement is subject to approval and confirmation by the Legislature of the Colony; provided that if the said Legislature shall make any alteration in the terms of this Agreement which either party hereto shall consider material or shall insert any provisions in the Act of the Legislature confirming this Agreement which in the opinion of either party hereto are inconsistent with this Agreement in any material particular, it shall be lawful for such party, by notice in writing to the other party, to terminate this Agreement, and thereupon this Agreement shall absolutely cease and determine.

In witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereto, and has signed these presents, and the said Contractors have hereunto set

their hands and seals at St. John's aforesaid, on the day and in the year first above written.

By His Excellency's Command,

(Signed), R. BOND.

Colonial Secretary.

(Signed), OCHS BROTHERS,

By their Attorney, H. C. THOMSON.

Witness to the Signature of Sir ROBERT BOND;

of Messrs. OCHS BROTHERS, by their Attorney, H. C. THOMSON; and of H. C. THOMSON,

(Signed),

ARTHUR MEWS,

St. John's, Nfld.

8 EDWARD VII., CAP. 9.

An Act to Incorporate the Twillingate Electrical Company of Newfoundland and for other purposes.

[PASSED FEBRUARY 18TH, 1908.]

SECTION

- 1.—Certain persons incorporated.
- 2.—Capital stock of Company.
- 3.—Liability of shareholders.
- 4.—Head office of Company.
- 5.—Provisional directors—five.
- 6.—When \$15,000 subscribed directors to be appointed.
- 7.—Qualification, powers and duties of directors.
- 8.—When 20 per cent. of \$15,000 is paid up Company may commence business.
- 9.—Power of Company.
- 10.—Power of Company.
- 11.—Respecting bye-laws.

SECTION

- 12.—Stock of Company personal estate.
- 13.—Increase of capital stock.
- 14.—Power of directors to issue debentures, bonds, &c.
- 15.—Company to have certain rights, privileges and licenses.
- 16.—Company to have use of waters of certain ponds or lakes.
- 17.—Plant to be free of duty.
- 18.—Liability of Company for loss and damage.
- 19.—Company may appropriate lands in certain cases.
- 20.—Respecting compensation for lands appropriated.
- 21.—This Act to determine, work not proceeded with in two years.

Whereas Arthur G. Ashbourne, John W. Froude, Chas. D. Mayne, Arthur Manuel, George Blandford, Chas. White, Henry J. Howlett, John Hodder, John Cook, John C. Andrews, Andrew Roberts, Jr., Jonathan Burt, Jas. Hodder, G. Cole, Norman Gray and William F. Baird, of Twillingate and vicinity, in the Electoral District of Twillingate, have, by their petition, prayed for an Act of Incorporation under the name of "The Twillingate Electrical Company of Newfoundland," for the purpose of lighting the towns and buildings of Twillingate, Herring Neck, Salters, Friday's Bay, Tizzard's Harbor, Moreton's Harbor, and Chance Harbor, by electricity; also, to heat the buildings in said towns by electricity.

And whereas it is expedient to grant the prayer of the petitioners.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The said Arthur G. Ashbourne, John W. Froude, Charles D. Mayne, Arthur Manuel, George Blandford, Charles White, Henry J. Howlett, John Hodder, John Cook, John C. Andrews, Andrew Roberts, Jr., Jonathan Burt, James Hodder, G. Cole, Norman Gray and William F. Baird, and such other persons as shall hereafter become shareholders of the said Company, are hereby constituted a body corporate and politic under the name of "The Twillingate Electrical Company of Newfoundland."

2. The capital of the Company shall be thirty thousand dollars (\$30,000) divided into shares of ten dollars (\$10.00) each, but the capital stock may be increased by the shareholders as hereinafter provided.

3. The liability of a shareholder shall be limited to the amount unpaid on his shares.

4. The head office of the Company shall be situate in Twillingate, in the Electoral District of Twillingate, in the Island of Newfoundland.

5. Five of the persons who have signed the petition, to be selected by the petitioners, shall be provisional Directors of the said Company to open subscriptions for stock and to organize said Company, and shall hold office until the election of directors as hereinafter provided.

6. As soon as fifteen thousand dollars of the capital stock has been subscribed, the shareholders shall proceed to the election of a Board of Directors for the said Company, and the provisional Directors or a majority of them, shall call a meeting of the shareholders for that purpose, first giving two weeks' notice thereof by advertisement in the *Royal Gazette* and one other newspaper published in Newfoundland.

7. The Board of Directors shall consist of seven shareholders, each of whom shall be a shareholder of not less than ten shares. The election of directors and the decision of other questions at such or any meeting shall be by ballot, by a majority of the votes of the shareholders present in person, or represented by written proxies, each share to have one vote. The directors as and thereafter chosen, shall immediately elect one of their number to be President, and another to be Vice-President, which president, vice-president and directors, shall continue in office for one year, and until others shall be chosen to fill their places; and if any vacancy shall at any time happen by death, resignation or otherwise, during the said year or any year in the office of the president, vice-president or directors, the remainder of the said directors shall supply such vacancy for the remainder of the year; and, after the first election, such directors shall be chosen at a meeting to be held on the first Tuesday of August in each year at the office of the Company; but if the election of directors be not made on the day appointed by this Act, the Company shall not for that reason be dissolved, but the shareholders may hold the election on any other day in the manner provided for by any bye-law passed for that purpose; or in the event of there being no bye-law in that behalf, then at any special meeting, to be called by the president or vice-president, or the shareholders for the purpose, and all the acts of directors until their successors are elected shall be valid and binding upon the Company.

8. As soon as stock to the amount aforesaid shall have been subscribed, and twenty per cent. thereof paid up, the Company may commence operations and exercise the powers hereby granted.

9. The Company hereby are authorised and empowered to construct, lay down, establish, fix, and carry out all necessary cables, wires, lines, accumulators, lamps and works, and to generate, accumulate, distribute, and to supply electricity for motive power, and to light the said towns and streets, buildings, houses, and places, both public and private, and to supply said buildings with heat by means of electricity; and the said Company may purchase, lease, hold or acquire any real or personal property necessary for carrying on the operations of the Company, and may construct and maintain all necessary power houses, works, buildings, appliances and conveniences connected therewith.

10. The said Company shall have power to sell and dispose of any surplus electricity which they may produce to any corporations or persons for power, light or heating purposes; and they shall have all the powers of a Company formed for the purpose of supplying light, heat and power by means of electricity, and they shall have the right to erect poles and wires in and through the streets of the said town and the said islands, and in and through the streets of the towns of Herring Neck, Salters, Friday's Bay, Tizzard's Harbor, Moreton's Harbor, Chance Harbor, and the country adjacent thereto, for the purpose of distributing the electricity produced by them at any power house or power houses or otherwise as aforesaid.

11. The directors shall have full power to make all bye-laws for the management of the Company, the allotment, management and disposition of its stock, debentures, bonds, property and effects, and of its affairs and business, the making and collection of calls on its stock, the forfeiture thereof for non-payment, the entering into agreements and contracts with any corporation, municipality or person, the declaration and payment of dividends out of the profits of the Company, the form of issuing stock certificates and the transfer of shares, the calling of special and general meetings of the Company, the appointment, removal and remuneration of all officers, clerks, workmen and servants of the Company, and in general to do all things that may be necessary for carrying out the objects of the Company, and for the exercise of any powers incident thereto.

12. The stock of the said Company shall be deemed personal estate and shall be transferable in such way as the directors shall by bye-law

direct, and the directors of the said Company may refuse to allow any transfer to be made of stock in the said Company which is not fully paid up.

13. The directors of the said Company may, from time to time, increase the capital of the said Company for such amount or amounts as occasion may require; provided always, that the consent of two-thirds in value of the shareholders of the Company present in person, or represented by proxy, shall be first had and obtained at a special meeting to be called and held for the purpose aforesaid.

14. (1) The directors of the Company, under the authority of the shareholders, to them given at any special general meeting called for the purpose, at which meeting shareholders who represent at least two-thirds in value of the subscribed stock of the Company, and who have paid all calls due thereon, are present in person or represented by proxy, may issue bonds, debentures, or other securities, signed by the president or vice-president, and countersigned by the secretary, which signature and counter-signature may be engraved in case of coupons attached to any such bonds or debentures, and such bonds, debentures or other securities may be made payable at such time, and in such manner, and at such place in Newfoundland or elsewhere, and may bear such rate of interest, and may be made payable in such currency as the directors think proper.

(a) The directors may issue and sell, or pledge, all or any of the said bonds, debentures or other securities at the best price, and on the best terms and conditions which at the time they may be able to obtain, for the purpose of raising money for prosecuting the said undertaking.

(b) No such bonds, debentures or other securities shall be for less than twenty dollars.

(c) The power of issuing bonds conferred upon the Company hereby shall not be construed as being exhausted by such issue, but such power may be exercised from time to time upon the bonds constituting such issue being withdrawn or paid off and duly cancelled.

(2) The Company may secure such bonds, debentures or other securities by a mortgage deed creating lien charge and incumbrance upon the whole of such property, assets, rents and

revenues of the Company, present or future, or both, as are described in the said deed; but such rents and revenues shall be subject, in the first instance, to the payment of the working expenses of the undertaking.

- (a) By the said deed the Company may grant the holders of such bonds, debentures, or other securities, or the trustees named in the said deed, all and every the powers, rights and franchises, granted by this Act in respect of said bonds, debentures and other securities, and all powers, rights and remedies not inconsistent with this Act, or may restrict the said holder in the exercise of any power, privilege or franchise granted by this Act as the case may be; and all powers, rights and remedies so provided for in such mortgage deed shall be valid and binding and available to the said holder in manner and form as therein provided.
- (3) The bonds, debentures or other securities hereby authorised to be issued, shall, subject to the lien hereinbefore provided, be taken and be considered to be a first preferential claim and charge upon the Company, and upon the privileges acquired under this Act or otherwise, and upon the undertaking, tolls and income, rents and revenues, and real and personal property thereof at any time acquired.
- (a) Each holder of the said bonds, debentures, or other securities shall be deemed to be a mortgagee or incumbrancer upon the said securities, *pro rata*, with all the holders of any such bonds, debentures or securities; and no proceedings authorized by law or by this Act shall be taken to enforce payment of the said bonds, debentures or other securities, or of the interest thereon, except through the trustee appointed by or under such mortgage deed.
- (4) If the Company make default in paying the principal of or interest on any of the bonds, debentures, or other security, hereby authorized, at the time when the same by the terms of the bond, debenture or other security becomes due and payable, then at the next annual general meeting of the Company, and at all subsequent meetings, all holders of bonds, debentures or other securities, so being and remaining in default, shall, in respect thereof, have and possess the same rights and privileges and qualifications for being elected directors and for voting at general meetings as

would attach to them as shareholders if they held fully paid up shares of the Company to the corresponding amount.

- (a) The rights given by this sub-section shall not be exercised by any such holder, unless it is so provided by the mortgage deed, nor unless the bond, debenture or other security, in respect to which he claims to exercise such rights, has been registered in his name in the same manner as the shares of the Company may be registered in the Company's books, at least ten days before he attempts to exercise the right of voting thereon, and the Company shall be bound on demand to register such bonds, debentures or other securities, and thereafter any transfers thereof, in the same manner as shares or transfers of shares.
 - (b) The exercise of the rights given by this sub-section shall not take away, limit, or restrain any other of the rights or remedies to which the holders of such bonds, debentures or other securities are entitled under the provisions of the mortgage deed.
- (5) All bonds, debentures or other securities hereby authorized, may be made payable to bearer, and shall in that case be transferable by delivery until registration thereof as hereinbefore provided, and while so registered they shall be transferable by written transfers, registered in the same manner as in the case of the transfers of shares.

15. The Twillingate Electrical Company of Newfoundland shall have all licenses, rights and privileges necessary for the proper and efficient use of electric power to light the aforesaid towns, and streets and buildings thereof, and to heat the buildings in the said towns; and also all licenses, rights and privileges necessary for the proper and efficient use of electric power, including the right to open said streets and highways for the purpose of inserting and maintaining, and to insert and maintain poles for supporting the wires conveying electric power, but no such poles shall be less than twenty feet in height above the ground.

16. For the purpose of carrying on all works necessary for lighting the towns and streets and buildings of Twillingate and all other towns and settlements on the two islands known as Twillingate Island and on New World Island, and of heating the buildings in said towns the Company is hereby granted the right to use, for the purpose of driving machinery, the waters of the lakes or ponds known as Koyer's Pond, Wild Cove

Pond, Robin's Cove Pond, and White Hills Pond, lying in the vicinity of the aforesaid towns, and the rivers and streams flowing into or out of said lakes or ponds, and exclusive franchise for the lighting by electricity of the aforesaid streets and highways into and from the aforesaid towns, and the buildings of the aforesaid towns, for a period of fifty years from the date of the passing of this Act: Provided that the Government or other body having charge of the affairs of the towns of Twillingate, and all other towns and settlements situate on the two islands known as Twillingate Island and New World Island, may, after the lapse of thirty years from the date of this Act purchase the rights of the said Company as a going concern, upon giving to the Company twelve months' notice of their intention so to do; and in case the Government or other body shall decide to exercise the right reserved by this section, the value of the rights of the said Company shall be appraised by three experienced arbitrators, one to be appointed by the said Company, one by the Government or other body, and the third by the said two so appointed; and in the event of the said two arbitrators not agreeing upon a third, then such third arbitrator shall, upon the application of either party within one month after due notice, be appointed by the Supreme Court, and the award of any two of such arbitrators shall be binding and final between the parties; and provided, that in case the Government or other body shall not, after the lapse of the said period of thirty years, exercise the rights of pre-emption hereunder, the rights and privileges hereby granted shall continue until the Government or other body shall exercise the right of pre-emption.

17. All plant and machinery for original installation of the works herein contemplated, shall be admitted to this Colony free of duty.

18. For all losses, damages, or injuries caused by the Company, its officers, agents, servants or contractors, in building, operating or maintaining works contemplated hereunder, to the property of the aforesaid towns, the Company shall be liable to make good the same, or in default thereof the Company may be sued as for an ordinary tort in any Court of competent jurisdiction in Newfoundland, and the amount of such damage, together with costs, recovered against the said corporation in any such suit.

19. If the Company find it necessary for the efficient construction, maintenance and operation of its work, or for any purpose connected therewith, to diverge from the street or highway, the Company may, with the sanction of the Governor in Council, enter upon and assume possession of and appropriate for any of the purposes mentioned in this section, any

lands belonging to any persons or corporations that may be necessary for the opening, construction, maintenance or operation of all or any of its works, or for the erection of any buildings requisite for maintaining or operating the same, and may enter upon and remove therefrom any houses or buildings and other obstructions which may be upon such land.

20. For the purpose of ascertaining the damage that may be occasioned to any person or corporation whose interests in any lands or tenements may be in any way affected under the preceding section of this Act, the said Company shall appoint one arbitrator, the person interested in the said land another, and the two arbitrators so appointed shall appoint a third or umpire; and in the event of the person so interested in the land failing to so appoint an arbitrator after seven clear days notice so to do, then the said Company may apply to the Supreme Court or a Judge thereof, who shall, after due notice to the person interested in the land, appoint such arbitrator, and the arbitrators so appointed by the said Company and the Court or Judge shall thereupon appoint a third arbitrator as umpire; and in the event of the last-mentioned arbitrator failing to appoint a third arbitrator after seven clear days' notice from the Company so to do, the Supreme Court or a Judge thereof shall, on the application of the Company, appoint such third arbitrator or umpire; and the award of such arbitrators, or any two of them shall be final and binding between the parties.

21. The Company shall, within two years from the passing of this Act, proceed with the construction of all works which may be necessary for the installation of the lighting of the streets and buildings of the aforesaid towns, and shall fully complete said work and operate the same within three years from the passing of this Act: Provided, that if the Company shall not have proceeded with the construction of said works and have the said works fully completed and in operation in any one of the aforesaid towns of Twillingate, and the town and settlements on the said islands known as Twillingate Islands, within the period mentioned in this section, all rights, powers and privileges and advantages granted to the said Company by this Act shall cease and determine in the town in which the said works may not be completed at such time.

9 EDWARD VII., CAP. 2.

An Act to Incorporate the Newfoundland Board of Trade and for other purposes.

[PASSED 12TH JUNE, 1909.]

SECTION

- 1.—Certain persons to be a Board of Trade.
- 2.—Interpretation section.
- 3.—Objects of Board.
- 4.—Respecting the Council.
- 5.—Provisional Council.
- 6.—General meeting of Board and election of officers and Council.

SECTION

- 7.—Powers of Board to make rules and bye laws.
- 8.—Respecting elections.
- 9.—Bonds to be taken from officers.
- 10.—Certain duties of Customs' Officers.
- 11.—Exemption from juries.
- 12.—Oath of office.

Be it enacted by the Governor, the Legislative Council, and the House of Assembly, in Legislative Session convened, as follows:—

1. The following persons, namely: M. G. Winter, J. E. P. Peters, J. H. Monroe, A. F. Goodridge, Robert B. Job, R. H. Holden, G. C. Fearn, A. H. Murray, W. G. Gosling, A. S. Rendell, R. K. Bishop, Chas. Blackburn, John C. Crosbie, Jas. J. McKay, John Harris, G. H. Dickinson, W. F. Horwood, Geo. M. Barr, R. F. Goodridge, W. B. Grieve, W. S. Monroe, John S. Munn, W. A. Munn, Eric A. Bowring, R. G. Rendell, J. V. O'Dea, P. Templeman, T. J. Edens, J. W. Withers, W. E. Bearns, John Harvey, J. J. St. John, N. March, R. Fennell, F. E. Rendell, John Bulley Ayre, Geo. Shea, E. P. Morris, A. J. Harvey, Thos. Winter, J. Syme, M. P. Cashin, James Morey, Samuel Harris, Jos. Peters, J. Alex. Robinson, J. A. Paddon, Hugh Baird, Thos. Smyth, T. M. McNeil, John Barron, Thos. Peel, Jas. Stott, R. A. Templeton, J. C. Marshall, F. H. Steer, J. Henderson, C. R. Steer, S. E. Garland, Will H. Franklin, E. J. Horwood, F. McNamara, W. Campbell, Geo. J. Carter, A. Macpherson, H. Outerbridge, A. Rodger, N. A. Outerbridge, J. B. Urquhart, H. W. Dickinson, W. Martin, J. Outerbridge, Algernon H. Prowse, D. Morison, W. C. Job, Robt. Wright, D. Monroe, Levi Diamond, Mark Chaplin, Jas. Ryan, A. E. Hickman, Colin Campbell, James Baird, W. H. Davidson, H. Wright, Geo. R. Williams, W. J. Ellis, Arch Munn, W. A. Ellis, John J. Healey, Alex. Bryden, Walter Clouston, S. Milley, Ralph W. Strong, Chas. P. Ayre, M. A. Devine, Alexander McDougall, D. A. Ryan, R. H. Anderson, A. Piccott, W. H. Crowdy, H. E. Cowan, John B. Ayre, J. J. Murphy, J. D. Ryan, G. J. Hayward, John Anderson, R. A. Squires, John Browning, David Baird, A. D. Rankin, L. Parker, Geo. Neal, Chas. McKay Harvey, and such other persons identified with trade, commerce or manufactures

as shall be associated with the persons above named for the purpose of this Act, in the manner hereinafter provided and their successors forever shall be, and are hereby constituted a body politic and corporate, under the name and style of "The Newfoundland Board of Trade," and by that name may sue and be sued, implead and be impleaded, receive and hold property and effects, real and personal, by gift, devise, or purchase, and dispose of the same by sale, lease or otherwise; may have a common seal and alter the same from time to time; and may make such rules, regulations and bye-laws from time to time as they may think proper or necessary for the government of the corporation hereby created, and not otherwise contrary to law.

2. Wherever the words "the Board" occur in this Act they shall be held and understood to mean "The Newfoundland Board of Trade," as incorporated by this Act.

3. The objects of the Board shall be: To maintain a commercial exchange; to promote uniformity in the customs and usages of merchants; to inculcate principles of justice and equity in trade; to facilitate the speedy adjustment of business disputes; to acquire and disseminate commercial and economic information; and to secure to its members the benefits of co-operation in the furtherance of their legitimate pursuits.

4. The government of the Board and the management of its property and affairs shall be vested in a Council who shall be elected and appointed in such manner, and shall include such officers as are hereinafter provided.

5. Until the first general meeting of the Board as hereinafter provided, the business of the Board shall be managed by a provisional Council consisting of the five persons whose names are first in order above mentioned.

6. A general meeting of the members of the Board, named in section 1, shall be held within one month from the passing of this Act. At that meeting it shall be competent for those present to admit to membership any persons not above-named, who may be present and otherwise qualified to become members, and who shall subscribe their names in the Roll-book of members. The whole of the members then present shall proceed to elect a President and two Vice-Presidents and eight others. The said eleven members so elected shall, within three days meet and proceed to select and nominate four other members of the Board, and thereupon the said fifteen members so elected and chosen shall constitute a Council which shall be called "The Council of the Newfoundland Board

of Trade," and hereafter in this Act shall be called and described as "The Council." The said Council shall hold office until the election of their successors at the second annual meeting of the Board, to be held under and in accordance with such bye-laws as may be adopted and prescribed at the said first or any subsequent general meeting of the Board.

7. The majority of the members of the Board present at any general meeting may make bye-laws and regulations, and from time to time alter and amend the same for the government of the Board; providing for the admission and subscription of members; for the expulsion or retirement of members; for the management of its Council, officers, and affairs; for the holding of general and special meetings of the Board, and the time and place therefor; for fixing the time and place for meetings of the Council, and all other such bye-laws as may be necessary for and in accordance with the requirements of this Act and the objects and purposes of the Board.

8. The time and manner of holding elections and of making appointments of such officers as are not elected shall be provided by the bye-laws of the Board.

9. It shall be lawful for the said Board when they shall think proper, to receive and require of and from their officers, whether elected or appointed, good and sufficient bonds for the faithful discharge of their duties and trusts; and the President or Secretary-Treasurer is hereby authorized to administer such oaths of office as may be prescribed in the rules or bye-laws of the said Board. The said bonds shall be made payable and conditioned as prescribed by the bye-laws of the Board, and may be sued upon, and the moneys collected and held for use of the party injured or such other use as may be determined upon by the Board.

10. Subject to rules and regulations to be approved by the Governor in Council, it shall be the duty of such Customs' officers in St. John's as may be designated by the Assistant Collector, and in places outside of St. John's of all Sub-Collectors and Preventive Officers to furnish to the Board or to the Council, or the Secretary or other officer of the Board, such information, statistical and otherwise, of and concerning such facts and matters within the cognizance or knowledge of such officers, Sub-Collectors or Preventive Officers as may, from time to time, be considered necessary by the Board or the Council for the efficient conduct of the business or the promotion of the objects of the Board; and as they shall be directed from time to time by the Minister of Finance and Customs.

11. The President, Vice-Presidents, and the Secretary of the Board

shall, during the time they respectively remain in office, be exempted from serving upon juries.

12. The President and Vice-Presidents of the Board shall, upon election and before entering upon the duties of their respective offices, take an oath of office in the following form, which oath may be administered by any Justice of the Peace:

“I,, do solemnly swear that I will duly, faithfully and impartially perform the duties pertaining to the office of of the Newfoundland Board of Trade. So help me God.”

10 EDWARD VII., CAP. 1.

An Act to amend 9 Edward VII , Chapter 2, entitled “ An Act to Incorporate the Newfoundland Board of Trade and for other purposes.”

[PASSED 22ND MARCH, 1910.]

SECTION

1.—Respecting the appointment of Committees of Arbitration and Appeal.

SECTION

2.—Effect of final award of such Committees.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Board shall have power to constitute and appoint Committees of Arbitration, and, so soon as it shall appear necessary, Committees of Appeals, for the settlement of such matters in difference as may be voluntarily submitted for arbitration by members of the Board or other persons not members thereof, and the decision or award of any such Committee shall be final and binding upon the parties to the submission. The said Committee shall be governed by such rules, regulations and bye-laws as may be prescribed by the Board. The said Committee shall have power to examine witnesses upon oath, which the Chairman for the time being of any such Committee, sitting as arbitrators, shall have power to administer.

2. When any such submission shall have been made in writing, and a final award shall have been rendered, upon the filing of such submission and award in the Registry of the Supreme Court, the said award shall have the force and effect of a judgment of the Supreme Court, and execution may issue thereupon in like manner, and with the same force and effect as an execution upon a judgment of the said Court.

10 EDWARD VII., CAP. 2.

An Act Respecting the Fishermen's and Sailors' Home Joint Stock Company, Limited.

[PASSED 22ND MARCH, 1910.]

SECTION

1.—Power to certain persons to sell property of Company.

SECTION

2.—Power to give valid title to certain property.
3.—Disposition of purchase money.

Whereas the Fishermen's and Sailors' Home Joint Stock Company, Limited, was in the year one thousand eight hundred and eighty-four incorporated under "The Companies Incorporation Act, 1873," for the purposes of establishing and conducting a Fishermen's and Sailors' Home in the town of St. John's, and for such purposes acquired chattels, real and other property with moneys, the voluntary subscription of members of the Company, bequests of deceased persons, and money granted by the Government of Newfoundland.

And whereas the said Company being unable effectively to carry out its aims and objects, and being unable to discharge its liabilities, it is necessary to dispose of its property, and the surviving members of the said Company have resolved to realize its property, and out of the moneys realized to pay its liabilities and hand over the net residue (if any) to The Royal National Mission to Deep Sea Fishermen or such other person or corporation which shall undertake to inaugurate and does inaugurate in St. John's aforesaid an institution to effectuate the like aims and objects as that of the said Company.

And whereas doubts have arisen as to the authority of the surviving members to sell the property of the said Company, and to give a valid title to the purchaser or purchasers of the said property.

And whereas Honourable Edgar R. Bowring, Honourable John B. Ayre, Honourable John Harvey, and Honourable William C. Job, representing the surviving members of the said Company, are about to dispose of the assets of the Company for the purposes aforesaid.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. It shall be lawful for the said Honourable Edgar R. Bowring, Honourable John B. Ayre, Honourable John Harvey and Honourable William C. Job, or any two or more of them, to sell the property and assets of the said Company subject to the rights of any mortgagees, lessees, or other incumbrancers.

2. Subject as in the last preceding section the said Honourable Edgar R. Bowring, Honourable John B. Ayre, Honourable John Harvey and Honourable William C. Job, or any two or more of them, under the hands and seals of them, or any two or more of them, shall have full power and absolute authority to convey and give valid freehold title to a purchaser or purchasers of the land and erections or any of them situate on the South side of Duckworth street in St. John's, and on the West side of Mahon's lane, the said lands being intersected by Buckley's lane, and [which] were conveyed by Richard Shaw Wood and others to the said Company by deed dated fifteenth day of December, 1899.

3. The said Honourable Edgar R. Bowring, Honourable John B. Ayre, Honourable John Harvey and Honourable Wm. C. Job shall hold the money realized from the sale of the said freehold property and from the sale of any other assets of the said Company in trust, to first pay all debts of the said Company or debts of them in connection with the said realization, and pay over the net balance (if any) to the Royal National Mission to Deep Sea Fishermen for the purpose of their Fishermen's and Sailors' Home in St. John's or to such other persons or corporation that shall in the discretion of the said Honourable Edgar R. Bowring, Honourable John B. Ayre, Honourable John Harvey and Honourable Wm. C. Job, or the majority of them present in St. John's, be competent to carry out the like objects and aims as undertaken by the said Fishermen's and Sailors' Home Joint Stock Company, Limited.

10 EDWARD VII., CAP. 12.

An Act to provide for the Extension of the Railway System of the Colony.

[PASSED MARCH 22ND, 1910.]

SECTION

- 1.—Confirmation of agreements the schedules hereto.
- 2.—Powers to parties for purposes of survey.
- 3.—Respecting compensation for lands.
- 4.—Respecting grants of land to the Company.

SCHEDULE A.

CONSTRUCTION CONTRACT.

- 1.—Interpretation.
- 2.—Contractor to build certain Railways.
- 3.—Respecting the Contractor's knowledge of the conditions surrounding the work.
- 4.—Contractor to provide all materials.
- 5.—Lands for certain purposes to be provided by Government.
- 6.—Respecting plans and specifications.
- 7.—Application of Contract to changes.
- 8.—Respecting the superintendent.
- 9.—Powers of the engineer.
- 10.—Machinery and plant to be the property of the Government.
- 11.—Powers of the Government.
- 12.—Powers of the Government in the case of default or delay.
- 13.—Liability of the Contractor for loss and damage.
- 14.—Respecting the assignment of the contract.
- 15.—Time.
- 16.—Liability of Contractor for injuries.
- 17.—Payment of wages.
- 18.—Rate of wages.
- 19.—Respecting the protection of marks.
- 20.—Notices.
- 21.—Payment at the rate of \$15,000 per mile.
- 22.—Payment to be made on certificate of engineer.
- 23.—Respecting allowances.

SECTION

- 24.—Respecting claims.
- 25.—Progress certificates not binding.
- 26.—Payment of duties.
- 27.—Sale of liquors prohibited.
- 28.—No work on Sunday.
- 29.—Arbitration section.
- 30.—Respecting supply stores.
- 31.—Right of waiver to be exercised only by Governor in Council.
- 32.—Carriage of passengers and mails during construction.
- 33.—Respecting security.
- 34.—Erection of stations, piers, &c.
- 35.—Rolling Stock.
- 36.—Provision with respect to payment for rolling stock, &c., under clause 34.
- 37.—Payment for works under clause 34.
- 38.—Construction of rolling stock in the Colony.
- 39.—Respecting track rails, ballasting, &c.
- 40.—Approval by Legislature.

SCHEDULE B.

OPERATING CONTRACT.

- 1.—Interpretation.
- 2.—Company shall maintain Railways.
- 3.—Company shall operate Railways.
- 4.—Meaning of operation.
- 5.—Respecting the carriage of mails.
- 6.—Respecting grants of land.
- 7.—Interpretation.
- 8.—Manner of laying off and granting lands.
- 9.—Respecting additional rolling stock.
- 10.—Remission of certain duties.
- 11.—Lands exempt from taxation.
- 12.—Government to provide all lands.
- 13.—Application of existing Acts and Contracts.
- 14.—Approval of the Legislature.

Whereas on the 7th day of December, 1909, the Government entered into an Agreement with the Reid Newfoundland Company to construct certain branch lines of Railway in the Colony;

And whereas on the said 7th day of December, 1909, the Government entered into a further agreement with the said Reid Newfoundland Company for the maintenance and operation of the said branch lines of Railways;

And whereas it is necessary to approve of and ratify the said contracts and to make provision for carrying out the same.

Be it therefore enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between Sir RALPH CHAMPNEYS WILLIAMS, Governor of the Island, on behalf of the Government, of the one part, and the Reid Newfoundland Company, a Company incorporated by an Act of the Legislature, hereinafter called the Company of the other part, dated the 7th day of December, 1909, and forming Schedule A to this Act, and the Agreement made between Sir RALPH CHAMPNEYS WILLIAMS, Governor of the Island, as aforesaid, of the one part, and the Company, as aforesaid, of the other part, and dated the 7th day of December, 1909, and forming Schedule B to this Act, are hereby approved and confirmed, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them, respectively; and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively are hereby declared to be proper and lawful, and, in so far as not herein expressly provided for, the parties, and each of them, shall have full power and authority to do and perform, or refuse to do and perform, all and singular the several acts, deeds, matters and things in and by the said Contracts provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated and provided by the said Contracts.

2. For the purpose of selecting and surveying and marking out the route for the said branch Railways comprised in the Contract forming Schedule A hereto, it shall be lawful for the Government or the Company, their engineers, surveyors, workmen and others to enter upon public or private property and to convey over the same all such vehicles, animals, materials and implements, and generally to do all and singular such acts and things as may be necessary for the purpose of such survey and marking out, and upon the same being marked out and defined, to enter upon and take possession of the same and to remove or cause to be removed therefrom all buildings or other property; and the land for the said track shall thereupon vest in and become the property of His Majesty, his heirs and successors, for the purposes of the said Railway and of this Act.

3. For the purpose of ascertaining the damage occasioned to any person whose interests in any lands or tenements may be affected under the provisions of this Act, unless the same be agreed upon between the said party and the Governor in Council, which agreement the Governor in Council is authorized to make, the Governor-in-Council shall appoint two persons and the party interested shall appoint a third, which three persons or any two of them shall determine the amount of compensation, if any, to be paid to such party according to his interest therein. And in case such party refuse or neglect to appoint an arbitrator within seven

days after notice in writing so to do from the other two arbitrators, such two arbitrators shall name a third arbitrator, and the award of any two of them shall be final and binding; and the said arbitrators shall be sworn before a Justice of the Peace to do justice between the parties, and may summon and require the attendance before them of all parties interested in the property to be appraised by them, the agents of such parties, respectively, and also all necessary witnesses, and require the production of all deeds and papers requisite to establish the title or interest of any such party claiming compensation in manner hereinbefore mentioned, and may examine upon oath, to be administered by anyone of such arbitrators, all such parties or their agents and all such witnesses, touching the matter to be enquired into. If the arbitrators shall be of opinion that the proprietors of the land taken for the purposes aforesaid may be indemnified at a less expense by having an equal portion of land assigned to them from any land adjoining and that such adjoining land may be taken without material injury to the proprietors thereof, the said arbitrators shall mark off, and in like manner appraise so much of the adjoining land as they may think sufficient to replace the land required as aforesaid, and the same so marked off shall belong to the first-mentioned proprietors and be in lieu of all indemnity; and the appraised value of the same shall be paid to the party from whom such land was so taken, and shall be a full satisfaction and release of the same, and of all right and title thereto, provided that if the land so to be given shall not be deemed an equivalent of the land so to be appropriated for the said purposes of the said railway and buildings, as aforesaid, the said proprietor shall be paid such sum as may be with the land, so to be given, a full satisfaction for the land so dedicated.

4. The Governor-in-Council shall grant to the Company four thousand acres of land in fee simple for each one mile of railway constructed under the provisions of the Contract forming Schedule A hereto at the times and according to the terms and conditions contained in the said Contract anything at present contained in the provisions of the Acts relating to Crown lands in this Colony to the contrary notwithstanding.

SCHEDULE A.

THE CONSTRUCTION CONTRACT.

THIS INDENTURE, made at St. John's, in the Island of Newfoundland, this 7th day of December, A.D. 1909, between His Excellency Sir RALPH CHAMPNEYS WILLIAMS, Governor of the Island of Newfoundland and its Dependencies in Council, hereinafter called "the Government," of the first part; and the Reid Newfoundland Company incorporated by an Act of the Legislature of Newfoundland, having offices in St. John's, hereinafter called "the Contractor," of the second part; Witnesseth, that in consideration of the covenants, conditions, provisos and limitations on the part of the Government hereinafter contained, to be observed, done and performed, the contractor covenants and agrees with the Government as follows:—

RALPH WILLIAMS,
Governor.

D. MORISON,
A. G.

1. In this Contract the word "work," or "works," shall, unless the context requires a different meaning, mean the whole of the works and materials, matters and things required to be done, furnished and performed by the Contractor under this Contract and the specifications connected therewith. The word "engineer" shall be construed to mean the Government Engineer, or such engineer as the Government may appoint for any special purpose.

2. The Contractor hereby undertakes and agrees to construct and equip the Branch Lines of Railway hereinafter specified, according to specifications herein contained or referred to:—

- (1) A branch commencing at a point on the Newfoundland Railway near Shoal Harbor and extending to Bonavista.
- (2) A branch commencing at a point near Broad Cove, on the said Newfoundland Railway, and extending to Heart's Content and Grate's Cove.
- (3) A branch commencing at a point on the West End branch of the said Newfoundland Railway, and extending to Trepassey by way of the Southern Shore.
- (4) A branch commencing at a point between Come-By-Chance and Northern Bight, on the said Newfoundland Railway, and extending to a place to be agreed upon in Fortune Bay.

- (5) A branch commencing at a point near Howley or Bay of Islands, on the said Newfoundland Railway, to be hereafter agreed upon, and extending to Bonne Bay.

All the said branches shall follow, as nearly as may be practicable, the routes that may be decided by the Government.

3. This Contract is made upon the distinct understanding that the Contractor has satisfied himself respecting the nature of the country through which the works are to be built, the character and formation of the soil, both on the surface and underneath, the climate and kind of weather to be expected, the quantities of the various embankments, excavations, foundations and all other works whatsoever, the means of access and egress to and from the works, the nature and kinds, qualities and costs, of the various materials, plant and labor required for the works, and generally respecting every matter or thing which may in any way affect the carrying out of this contract, or the cost of the works contracted for. No information obtained by or for the Contractor from any member of the Government, its officers, engineers, agents or servants, or from any other person, shall relieve the Contractor from any liability and risks or from the entire fulfilment of this contract, or shall give any claim or right, equitable or otherwise, against the Government in addition to his claims and rights under the express provisions of this contract.

4. The Contractor shall, with the exceptions hereinafter mentioned, at his own expense provide all and every kind of labour, machinery and plant required in connection with the works or in the construction thereof, and materials, articles and things whatsoever necessary for the due execution and completion of each and every the works set out or referred to in the specification referred to hereafter, and set out or referred to in the plans and drawings signed or to be signed by the Contractor, and by the Colonial Secretary on behalf of the Government, prepared and to be prepared for the purpose of the works, and will execute and fully complete such works, and it is understood and agreed between the parties that the Contractor will construct at least fifty miles of railway during every year of the period during which this contract shall continue. The said works are to be constructed of the best materials of their several kinds, and finished in the best and most workmanlike manner, to the complete satisfaction of the Government, and to be in all respects equal to the work of the railway constructed for the Government by the late Sir R. G. Reid under the contract dated the 16th of May, 1893.

5. The exceptions above referred to are the land for the right of

way, station grounds, borrow pits, and ballast pits. The said land is to be provided by the Government from time to time, as the same may be required by the Contractor for the prosecution of the works. The Contractor may enter upon and take, free of charge, all necessary timber for the construction of the railway and works, from all Crown lands and other lands from which the Government has, or may have, the right to cut and take timber for public purposes.

6. The specification, plans and drawings, prepared and to be prepared, and the several parts of this Contract, shall be taken together to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or mis-stated, which is necessary for the proper performance and completion of any part of the works contemplated, the Contractor will execute the same as if it had been properly described.

7. All the clauses of this Contract shall apply to any changes, additions or deviations, in like manner and to the same extent as to the works at present projected, and no changes, additions, deviations, variations, or omissions, shall annul or invalidate this Contract.

8. A competent superintendent is to be kept on the ground by the Contractor during all the working hours to receive the orders of the Engineer who may be appointed by the Government, and should such superintendent be deemed by the Engineer incompetent, or conduct himself improperly, he shall be discharged by the Contractor, if so required by the Government, and another shall at once be appointed in his stead; such superintendent shall be considered as the lawful representative of the Contractor, and shall have full power to carry out all requisitions and instructions of the said Engineer.

9. In case any material or other things shall, in the opinion of the Engineer, be found not in accordance with the several parts of this Contract, or not sound, or otherwise unsuitable for the respective works or any part thereof, or in case any work be improperly executed, the Engineer may require the Contractor to remove the same, and to provide proper material or other things, or properly re-execute the work, as the case may be, and thereupon the Contractor shall, and will, immediately comply with the said requisition; and if twenty-four hours shall elapse and such requisition shall not have been complied with, the Engineer may cause such material or other things, or such work, to be removed; and in any such case the Contractor shall pay to the Government all such damages and expenses as shall be incurred in the removal of such materials or other things, or of such work, or the Government may, in its discretion,

retain and deduct such damages and expenses from any amounts payable to the Contractor.

10. All machinery and other plant, materials and things whatsoever, provided by the Contractor for the works hereby contracted for, and not rejected under the provisions of the last preceding clause, and intended to form part of the works to be delivered up to the Government, shall, from the time of their being so provided, become, and until the final completion of the said works, shall be the property of the Government, for the purpose of the said works: and the same shall, on no account, be taken away or used or disposed of, except for the purpose of the said works, without the consent in writing of the Government; and the Government shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant, materials or things, provided always that upon the completion of the works and upon payment by the Contractor of all such moneys, if any, as shall be due from the Contractor to the Government, such of the said machinery and other plant, materials and things, as shall not have been used and converted in the works and shall remain undisposed of, shall, upon demand, be delivered up to the Contractor; but if the Contractor be indebted to the Government, the same may be held by the Government as security for such indebtedness, and may be sold and disposed of, and the proceeds applied towards payment of such indebtedness.

11. If the Engineer shall at any time consider the number of workmen, horses, or quantity of machinery or other plant, or the quantity of proper materials respectively employed or provided by the Contractor on or for the said works to be insufficient for the advancement thereof towards completion within the limited time, or that the works are, or some part thereof is not being carried on with due diligence, then in every such case the Government, upon the report of the said Engineer, may, by written notice to the Contractor, require him to employ or provide such additional workmen, horses, machinery and other plant or materials as the Engineer may think necessary; and in case the Contractor shall not, thereupon, within one week or such longer period as may be fixed by any such notice, in all respects comply therewith, then the Government may, if it should see fit, at the expense of the Contractor, provide and employ such additional workmen, horses, machinery and other plant or any part thereof, or such additional plant and materials, respectively, as it may think proper, and may pay such additional workmen such wages, and for such additional horses, machinery or other plant and materials, respectively, such prices as it may think proper, and all such wages and prices, respectively, shall thereupon be re-paid by the Contractor, or the same may

be retained and deducted out of any moneys at any time payable to the Contractor, and the Government may use, in the execution or advancement of the said work, not only the horses, machinery and other plant and materials so in any case provided by any one on the Government's behalf, but also all such as may have been or may be provided by or on behalf of the said Contractor.

12. In case the Contractor shall make default or delay in diligently continuing to execute or advance the work to the satisfaction of the Government, or in case the Contractor shall become insolvent or make an assignment for the benefit of creditors, or be wound up, or neglect, either personally or by a skilful and competent agent, to superintend the works, then, in any of such cases, the Government may take the work out of the Contractor's hands, and either stop the same or employ such means, and at such times, as it may see fit to complete the work; and in such cases the Contractor shall have no claim for any further payment in respect of the works performed, but shall, nevertheless, remain liable for all loss and damages which may be suffered by the Government by reason of the non-completion by the Contractor of the works, and all materials and things whatsoever, and all horses, machinery and other plant, provided by the Contractor for the purpose of the works, shall remain and be considered as the property of the Government for the purposes and according to the provisions and conditions contained in the eleventh clause hereof.

13. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever, from whatsoever cause arising, which may occur to the works or any of them, until the entire works stipulated for under this contract be fully and finally completed and delivered up to and accepted by the Government, and if any such loss or damage occur before such final completion, delivery and acceptance, the Contractor shall immediately, at his own expense, repair, restore and re-execute the work so damaged, so that the whole works or the respective parts thereof may be completed to the satisfaction of the Government without unreasonable delay.

14. The Contractors shall not, without the sanction in writing of the Government, make any assignment of this Contract, and in the event of any assignment being made without such sanction of the Government in writing, then and in such case the security which has been or may be deposited for the performance of this Contract shall be forfeited and forthwith become the property of the Government, and the Government may take the work out of the Contractor's hands, and either stop the same or employ such means and at such times as it may see fit to com-

plete the same; and in such case the Contractor shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by the Government by reason of the non-completion by the Contractor of the works, and all materials and things whatsoever, and all horses, machinery and all other plant provided by the Contractor for the purposes of the work shall remain and be considered as the property of the Government for the purposes and according to the provisions and conditions contained in the 11th clause hereof.

15. Time shall be deemed to be of the essence of this Contract.

16. The Contractor shall be responsible for all damages claimed by any person or corporation whatsoever, in respect of any injury to persons or lands, crops, buildings, ships, or other property, or in respect of any infringement of any right whatsoever, occasioned by the performance of the said works.

17. If the Contractor fail at any time in paying the wages of any laborer employed by him upon or in respect of the said works or any of them, and any part of such wages be one month in arrear, or if there be due to any such laborer one month's wages, the Government may notify the Contractor to pay such wages, and if two days elapse and the same be not paid in full up to the date of payment or to such other date as may be in accordance with the terms of employment of such laborer, then the Government may pay to such laborer wages from any date to any date and to any amount which may be payable, and may charge the same to the Contractor, and the Contractor covenants with the Government to repay at once any and every sum so paid.

18. The wages to be paid by the said Contractor to any daily laborer on any and all of the works provided for under this Contract shall not be a less sum than one dollar and fifty cents per day.

19. The Contractor will protect, and will not remove or destroy, or permit to be removed or destroyed, the stakes, buoys and other marks placed on or about the said works by the Engineer, or by the Contractor's engineers, and the Contractor shall furnish the necessary assistance to correct or to replace any stake or mark which through any cause may have been removed or destroyed.

20. Any notice or other communication mentioned in this Contract, to be notified or given to the Contractor, shall be deemed to be well

and sufficiently served or given if the same be left at the Contractor's office in St. John's, or addressed to the Contractor's office in St. John's, and mailed in any post office in Newfoundland.

21. And the Government, in consideration of the premises, hereby covenants with the Contractor that, subject to the terms of this Contract, payments will be made to him upon the completion of each continuous and consecutive section of five miles, or a fraction of a section at the end of the work, at the rate of \$15,000 per mile of main line; the said payments being in full for all the works and materials provided for under this Contract, and necessary for the thorough and complete construction and equipment of the line of railway herein provided for.

22. Payments will be made to the Contractor, as hereinbefore mentioned, on the written certificate of the Engineer and the approval of the Government, that the works have been duly executed, and that the materials have been duly delivered to his and their satisfaction, provided that in case any section has been substantially completed, payment will not be withheld on account of any small, unimportant portion of the work having been omitted or remaining to be done, the supplying or doing of which may occasion loss or inconvenience to the Contractor: Provided also that the Contractor admits such omission or incomplete work and that other work has been done by the Contractor in advance and unpaid for of greater value, then, and in such case, payment may be made for the section in question; but the Contractor shall not thereby be relieved from his liability to supply the omission or complete the work. Provided, also, that the Contractor shall be paid for all materials delivered for the use and construction of the branches, notwithstanding that such materials may exceed the quantity required for any or all completed sections, but in no case shall payment be made in connection with the particular Branch Railway then being constructed for more material than will ultimately be required for use on said branch.

23. It is intended that every allowance to which the Contractor is fairly entitled will be embraced in the regular certificates, but should the Contractor at any time have claims of any description which he considers are not included in such certificates, it will be necessary for him to make such claims in writing to the Government within one month after the date of such certificate, in which he shall allege such claims to have been omitted, and to repeat such claims every month.

24. The Contractor in presenting claims of the kind referred to in the last clause must accompany them with the reasons why he thinks that

they should be allowed. Unless such claims are thus made during the progress of the work, within one month, as in the preceding clause, and referred to in writing every month, until finally adjusted or rejected, it is understood that the Contractor shall have no claim on the Government in respect thereof. The final adjustment of disputed claims, in connection with any of the Branch Railways comprised in this Contract, shall not be made until completion of said Branch Railways, unless the Engineer shall meantime certify the correct amount.

25. The progress inspections and progress certificates are not to be taken as binding upon the Government or as final inspections or as fixing final amounts. They are to be subject to the revision of the Engineer, when making up his final certificate, and shall not in any respect be taken as a final acceptance of the work or a release of the Contractor from responsibility in respect thereof. Such final certificate and release shall be given upon completion of each branch line of Railway provided hereunder, and the entire works of the said Branch shall be included in the said certificate.

26. Nothing in this contract shall in any way exempt the Contractor from liability to pay duties on all imported materials, (excepting on rails, fish-plates, fish-bolts and track spikes, which will be admitted free of duty); and it is expressly stipulated that all second-hand plant and material which may be imported and used for the purposes of construction shall be subject to duties upon a fair valuation of the same. To avoid doubts, it is hereby expressed that the clause "Household furniture and implements, tools of trade, occupation or employment," in the Table of Exemptions in the Tariff, in the present Revenue Act, shall not apply to articles imported by the Contractor under this contract.

27. The Contractor shall not sell, or permit to be sold, any spirituous liquors on or near the works.

28. No work whatever shall at any time or place be carried on during Sunday, and the Contractor shall take all necessary steps for preventing any foreman or agent or men from working or employing others on that day.

29. All matters of difference arising between the parties hereto upon any matter connected with or arising out of this contract shall be referred to three arbitrators—one to be named by each of the parties hereto, and a third to be named by the Supreme Court or a Judge thereof, and the award and decision of any two of the said arbitrators shall be

final and binding, and the obtaining of the award of the arbitrators shall be a condition precedent to the right to maintain any action under this contract by either party hereto.

30. With a view to the laborers on the line being supplied with good wholesome provisions at reasonable prices, and to prevent imposition on such laborers, no person shall, with the connivance of the Contractor, and unless by the permission of the Government, in writing, establish any supply or other store along the line of Railway or its neighborhood, and any person having such permission and improperly conducting such store, may be ordered to remove the same by the Government.

31. No member of the Executive Council or any officers, engineers, agents or servants of the Government have, or shall have, power or authority in any way whatsoever to waive on the part of the Government any of the clauses or conditions of this Contract, it being clearly understood that any change in the terms of this Contract to be binding upon the Government must be sanctioned by the Governor in Council.

32. During the period of construction the Contractor shall in connection with the construction trains, when practicable and safe, and in suitable rolling stock, carry such passengers and freight as may offer at rates for such passengers and freight for others than employees of the Contractor, not exceeding the rates now fixed on the Newfoundland Railway; provided that the Contractor shall have power to refuse passages to parties whom he may consider to be objectionable; but no charge shall be made to the Government for such trains; but should the Government require the Contractor to run regular or time trains during construction, the same shall be a matter for future arrangement. During the period of construction, the Contractor will afford to any mail officer with mails, appointed by the Government to convey mail matter for or from persons employed by the Contractor, free passage on his construction trains. And should the Government require, during the period of construction, to run special trains over the line, the Contractor shall furnish and run the same for the Government upon receiving a reasonable compensation, to be agreed upon.

33. The Contractor shall deposit with the Government, at the time of the making of this Contract, security to be approved by the Government for the due and faithful performance of this Contract; such security shall be in a sum proportionate to the sum of \$250,000 as the mileage of the Bonavista Branch Railway is to the total mileage of the Railway, under the Contract hereinbefore referred to made with the late Sir R. G. Reid, of date May 16th, 1893, and the said security shall remain with the

Government until the completion of all the Branch Railways comprised in this Contract.

34. The Contractor shall erect all stations, piers, wharves, fences and snow fences along the line of the Branch Railways to which this Contract refers, and shall erect, construct and perform all other works which the Government shall require, which are not included in, or incidental to the completion of the works comprised in this Contract, as the Government in their discretion may consider necessary and appropriate; and for the purpose of obtaining their approval, the Contractor shall submit designs, specifications and estimates of the said erections and works. The approval of the Government shall be a condition precedent to commencing any work upon or in connection with the erections and works comprised in this clause. At the completion of each of the Branch Railways aforesaid, the Contractor shall also supply and construct, subject to the conditions and restrictions of this clause, all rolling stock, tools, machinery, coal sheds, engine sheds, workshops and turn-tables as the Government may require. It is clearly understood that it is the intention of this clause that the said Branch Railways shall be completely and effectively equipped with all the erections and works, rolling stock and other equipment comprised in this clause, and that approval of the same by the Government shall in no case be unreasonably withheld.

35. The Contractor shall, as part of this Contract, provide rolling stock, tools, machinery, coal sheds, buildings and water stations of the same general character and description as those provided under the Construction Contract made with the late Sir R. G. Reid, dated May 16th, 1893, and in quantity and capacity proportionate to the total mileage of Branch Railways to be constructed under this Agreement.

36. Inasmuch, however, as the quantities and descriptions of rolling stock, tools, machinery, coal sheds, buildings and water stations, to be supplied and erected under the provisions of the next preceding clause, may not be applicable or appropriate to, or sufficient for, the proper equipment of the said Branch Railways, it is hereby agreed between the parties to this Contract that, in lieu of providing the same, a fair valuation of the above-mentioned rolling stock, tools, machinery, coal sheds, buildings, engine sheds, work-shops, turn-tables and water stations shall be made, applicable to each Branch Railway, and that the amount of such valuation shall be deducted from the gross valuation of all rolling stock, tools, machinery, coal sheds, engine sheds, work-shops, turn-tables, buildings and water stations to be supplied or erected under the provisions of clause 34 hereof for each Branch Railway, and the balance only shall be paid to the Contractor as an addition or extra to this Contract.

37. The Government shall pay to the Contractor the fair value of all works, constructions, articles and things provided and constructed by him under the provisions of clause 34 hereof, subject to their approval of same, and to the provisions of the next preceding clause. Payment on account hereunder to be made monthly on the certificate of the Engineer, for all works, constructions, articles and things completed and furnished at the date of such certificate.

38. The Contractor agrees to construct in the Colony all the rolling stock necessary for the equipment under this Contract of said Branch Railways, and in consideration of this Agreement upon his part, the Government agrees that all materials and fittings necessary for the construction and completion of the rolling stock shall be admitted into the Colony free of duty.

39. The track, rails, ballasting and grading of the said Branch Railways shall be of a similar character to those of the Railway constructed by the late R. G. Reid under the Contract of the 16th May, 1893. The maximum grades and curves shall not exceed the maximum grades and curves on the main line between St. John's and Port-aux-Basques under similar conditions. Except as aforesaid, all the works herein provided shall be performed, furnished and completed according to the specification in the said Contract of 1893, as fully as if said specification were set forth herein.

40. This Contract is subject to the approval and ratification of the Legislature.

In witness whereof His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereto and has signed these presents and the said Contractor has caused the Seal of the said Reid-Newfoundland Company to be affixed hereto in the presence of the undersigned Directors of the said Company, at St. John's, aforesaid, on the day and in the year first above written.

By His Excellency's Command,

(Signed),

R. WATSON,

Colonial Secretary.

[Seal.]

(Signed),

W. D. REID,

Director.

[Seal.]

(Signed),

R. G. REID,

Director.

SCHEDULE B.

THE OPERATING CONTRACT.

THIS AGREEMENT, made and entered into at St. John's, in the Island of Newfoundland, this 7th day of December, 1909, RALPH WILLIAMS, between His Excellency Sir RALPH CHAMPNEYS Governor. WILLIAMS, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, D. MORISON, hereinafter called "the Government," of the one A. G. part, and the Reid-Newfoundland Company, hereinafter called "the Company," of the other part.

Whereas the Government and R. G. Reid, on the 3rd day of March, 1898, entered into the Contract which forms Schedule A to "The Newfoundland Railway Act, 1898."

And whereas by a Contract made between the same parties on the 22nd day of July, 1901, certain changes and modifications were made in the said first-mentioned Contract;

And whereas all the rights and obligations in and under said Contracts were afterwards assigned to the Reid-Newfoundland Company, in this Agreement called "The Company";

And Whereas by an Agreement made the 7th day of December, 1909, the Company has agreed with the Government to construct certain Branch lines of Railway;

And Whereas the parties hereto have agreed that the Company shall maintain and operate the said Branch lines of Railway as part of the Newfoundland Railway, (as defined by "The Newfoundland Railway Act, 1898,") and have agreed that the said Branch lines of Railway so to be constructed shall be included in the said Contract of 1898 as modified, as aforesaid, by the said Contract of 1901, and be maintained and operated thereunder, and that the provisions of the said Contracts, subject to the modifications and changes in this Agreement contained, shall apply to the operation and maintenance of all the Branch Railways constructed and to be constructed under the Agreement aforesaid;

Now this Agreement Witnesseth that for and in consideration of the premises, and of the payments, covenants, provisions and conditions hereinafter contained on the part of the parties respectively, to be made and performed, the said parties mutually covenant and agree as follows:

1. This Agreement shall be read with, and form part of the Agree-

ment forming Schedule "A" to "The Newfoundland Railway Act, 1898," and of the Agreement in amendment thereof, forming Schedule "A" to "The Newfoundland Railway Amendment Act, 1901," and of the said Acts.

2. The Company shall, at its own expense, maintain in a safe, efficient and satisfactory manner, as part of the Newfoundland Railway, all and every the Branch Lines of Railway to be constructed under the Contract between the Government and the Company, dated the 7th day of December, 1909, from the certified date of completion of each of the said Branches respectively, during the full period of fifty years from the first day of August, 1901.

3. The Company shall, at its own expense, continuously and efficiently operate in the manner provided in the next succeeding section, and as part of the Newfoundland Railway, all and every the said Branch Lines of Railway to be constructed under the Agreement before mentioned, from the certified date of the completion of each of the said Branches, respectively, during the full period of fifty years from the first day of August, 1901.

4. The said Branch Lines of Railway shall be continuously operated by running at least one passenger or mixed train both ways, each day, (Sunday excepted) over the whole of each Branch Line, respectively, and as many additional through local passenger or freight trains as the demands of traffic may require.

5. The Company shall, at its own expense, provide the Government with all necessary facilities for transporting the Government mails and mail matter over the said Branch Lines of Railway in such quantities as the Government may require; the Company to attach a postal or mail car to each passenger or mixed train; the Government mail agent to have exclusive use and possession of such postal car or section thereof set apart for carrying mails or mail matter, and have every facility provided for receipt and delivery of mail and mail matter at each station along the Branch Lines of Railway. The said postal or mail cars or sections of cars shall be used only for the purposes of the Government mails and mail matter. In consideration of the due performance of the said mail service, the Government shall pay the Company a subsidy proportionate to the subsidy payable under the said Contract of 1898; that is to say a subsidy of \$69.50 per annum for every mile of Branch Railway constructed, whether or not there be any increase in the number of trains, as provided for in this Contract, or any additional trains, or any increase in the quan-

tity of mails or mail matter. It is understood and agreed that this clause shall be held not to apply to the conveyance of mails or mail matter between countries other than this Colony.

6. In consideration of the foregoing covenants on the part of the Company, the Government hereby agrees and covenants with the Company to grant to it in fee simple, 4,000 acres of land for each mile of the said Branch lines of Railway constructed under the said Contract of the 7th day of December, 1909. The Company shall be entitled to the grant of said land upon the completion of each Branch line of Railway respectively.

7. The expression "in fee simple" shall be held to include, with the land, all mines, ores, precious metals, minerals, stones or mineral oils therein and thereunder, grants for the same to be similar in form to those issued under the Contract of 1898.

8. The lands to which the Company shall be entitled under the foregoing clause 6 shall be granted in blocks or sections to be defined and laid off along the said Branch Lines of Railway, and in other places where lands are not available along the said Branches, in a manner similar to that provided in the said Contract of 1898, and the Government and the Company shall have the same rights as to the selection or the rejection of any of the said blocks or sections of such lands as in the said Contract provided. The Government may, in the case of any block or section of such lands, and in lieu of the same, pay to the Company a money subsidy at the rate of twenty-eight cents per acre for any of the said lands to which the Company is entitled if the Government are unable, or are not desirous of granting to the Company, any of the lands selected by it under the provisions hereof; provided that the Government may, in the case of any such lands, within three miles of the sea, subject any blocks or sections of such lands to all the reservations and conditions set forth in section 4 of the Act 4th Ed. VII., chap. 13, entitled "An Act to provide for the Transportation of Timber over Streams and Lakes and for other purposes in connection with Crown lands;" and in consideration of such reservations and conditions, and in exchange therefor, the Government shall issue to the Company Timber Leases for 99 years, renewable at the option of the holder thereof, over equal areas of Crown lands elsewhere, free of rental, stumpage or other charges; provided also, that in no case shall any lands be granted under this Contract in which any person or corporation has any interest whatsoever.

9. The Company shall, from time to time, subject to the approval

of the Government, which approval shall not be unreasonably withheld, furnish rolling stock, equipment and accommodations in addition to those which, under the Construction Contract bearing date the 7th day of December, 1909, shall have been furnished by the Company and placed upon the road, as fast and in such quantities and of such description as the developing and increasing business of the Railway may require, so that the traffic requirements of the country may be fully met. At the termination of the full period of fifty years from the first day of August, 1901, such additional rolling stock, equipment and accommodations and other improvements as shall, in pursuance of this clause, have been constructed or erected with the consent of the Government, on the said Branches, shall be taken over by the Government and paid for at a fair valuation.

10. The following articles, to be used in the construction of the said Branch Railways, shall be admitted into the Colony free of duty:—rails, fish-plates, fish-bolts and track spikes. The said Branch Railways shall be exempt from municipal or local taxation during the said period of fifty years from the first day of August, 1901.

11. Lands to be granted by the Government under this Contract shall be free from taxation so long as they shall remain unimproved or unoccupied.

12. The Government shall provide for the Company all lands which may be required for the purpose of the Branch Railways constructed and to be constructed.

13. In all respects, except as herein provided, the existing clauses of the Contracts of 1898 and 1901, and all the Acts confirming the same, shall continue in full force, and shall apply as well to the maintenance and operation of the said Branch Railways, to be constructed under the provisions of the said Contract, dated the 7th day of December, 1909, as to the operation and maintenance of the Newfoundland Railway, the subject of the said Contracts of 1898 and 1901.

14. This Contract is subject to the approval and ratification of the Legislature.

In Witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereto and has signed these presents and the Company has caused its Seal to be affixed hereto in the presence of

the undersigned Directors, at St. John's, the day and year first above written.

By His Excellency's Command,

R. WATSON,
Colonial Secretary

[Seal.] (Signed), W. D. REID,
Director.

[Seal.] (Signed),^e R. G. REID,
Director.

10 EDWARD VII., CAP. 23.

An Act for the Confirmation of a Contract for the Development of the Coal Deposits of this Colony.

[PASSED 22ND MARCH, 1910.]

SECTION

1.—Confirmation of an agreement between the Government and the Newfoundland Exploration Syndicate, Ltd.

SECTION

2.—Power to Governor in Council to make land grants.
3.—Materials and machinery to be free of duty.

Whereas the Government has entered into an agreement with the Newfoundland Exploration Syndicate Limited, for the development of the coal deposits of the Colony.

And whereas it is desirable that said Agreement should be approved and confirmed by the Legislature.

Be it therefore enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between Sir RALPH CHAMPNEYS WELLIAMS, K.C.M.G., Governor of the Island of Newfoundland, in the said Agreement, and hereinafter called the Government, and the Newfoundland Exploration Syndicate, in said Agreement, and hereinafter called the Company, dated the 24th day of December, 1909, and forming the Schedule hereto, is hereby approved and confirmed and all and singular the several clauses, provisions and conditions thereof are hereby declared valid and binding upon the said parties thereto and each of them, respectively, and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful, and the parties and either of them shall have full power and authority to do and perform all and singular the several acts, deeds, matters and things in and by the said Agreement provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated by said Agreement.

2. Notwithstanding anything contained in the Acts relating to Crown lands, it shall be lawful for the Governor in Council to license and grant to the Company all areas of lands in the manner and subject to the terms and conditions contained in said Agreement.

3. All materials and machinery required by the Company for the construction of any of the works comprised in the said Agreement shall be admitted into the Colony free of duty.

SCHEDULE.

THIS AGREEMENT made and entered into at St. John's, this 24th day of December, Anno Domini one thousand nine hundred and nine, between His Excellency Sir RALPH RALPH WILLIAMS, WILLIAMS, K.C.M.G., Governor of the Island of Governor. Newfoundland and its Dependencies, in Council, hereinafter called "the Government," of the one D. MORISON. part, and the Newfoundland Exploration Syndicate, Limited, a company formed under Act of A. G. His Majesty's Imperial Parliament, called the Companies (Consolidation) Act, 1908, hereinafter called "the Company," of the other part.

Whereas no coal is at the present time being worked in the Island of Newfoundland (hereinafter called "the said Island") and all coal required has to be imported at great expense to the inhabitants of the said Island; and whereas it is believed that there exist in the said Island deposits of coal capable of being worked to commercial advantage; and whereas the Government is desirous of developing the natural resources of the said Island towards which it is believed that the development of the said coal deposits would be of material assistance.

Now it is hereby agreed as follows:—

1. The Company shall, not later than the first day of July, one thousand nine hundred and ten, bring to the said Island the machinery necessary for the purpose of boring and drilling for coal, and commence active operations, and shall during the said year, one thousand nine hundred and ten, spend in such work not less than fifteen thousand dollars.

2. There shall be placed at the disposal of the Company during the said year one thousand nine hundred and ten, all the areas in the said Island which may be supposed to contain coal, which are at present owned or reserved by the Government of Newfoundland, with the exception of the area adjoining the locations leased to Hon. Philip Cleary, situated inland from Barachois Brook, in the District of St. George, reserved by order of the Governor in Council, notice of which was published in the *Royal Gazette* on the twenty-eighth day of August, one thousand nine hundred and six.

3. Should the efforts of the Company not have resulted in the discovery of coal of workable and commercial quantity and quality before the end of the said year one thousand nine hundred and ten, or should the Company desire to continue boring and drilling for coal (the Company having expended, as agreed, fifteen thousand dollars in such work), the Company shall be entitled to continue its operations during a further period of twelve calendar months, on the same terms, provided that the Company continues active operations during such period and expends the sum of ten thousand dollars during the second year. At the expiration of the second period of twelve months the rights of the Company over the whole coal areas of the Crown, will, if desired by the Company, be renewed on the same terms for such reasonable period as may be mutually agreed over individual areas of or equivalent to seven miles square (according to plans to be drawn and deposited by the Company with the Government) on which the Company shall be actively operating.

4. Should the Company discover coal of workable and commercial quantity and quality at any given spot, there shall be given to the Company a grant for such coal lands, in fee simple, in respect of each such discovery, in all not more than four; each such grant to extend seven miles square or an equivalent area, in accordance with plans to be drawn and deposited by the Company with the Government; provided that no two areas shall be nearer to each other than seven miles.

5. There shall also be made to the Company a grant in fee simple, and free of all cost to the Company of all Crown surface land necessary for railways, tramways and shipping ports, with sites for stations, buildings, yards, sidings, power houses, factories, warehouses, and all usual or reasonable adjuncts and conveniences, together with alternate blocks of land on each side of such railways and tramways, if such blocks are in the gift of the Crown. Such blocks to be five square miles in area and to have a frontage of not more than one mile on such railway or tramway. The lands not to be taxed until they are improved.

6. All machinery and materials required for any works to be executed under the authority of these presents shall be allowed to come in free of duty during the period of ten years from the date hereof.

7. Should the Company discover coal of workable and commercial quantity and quality, and satisfy the Government that it is in a position to supply the local market and to continue such supply, the Government will procure the imposition of a duty of not less than one dollar per ton on all coal imported into the Colony, provided that the Company agrees to supply wholesale dealers at prices to be computed as follows:—

To the average wholesale market price from time to time of Sydney coal in Sydney, Cape Breton, there shall be added:

- (1) The sum of thirty cents per ton; and
- (2) A sum to be computed as follows:—
 - (a) For every mile of distance between the mine and the place of delivery not exceeding fifty miles, one and one-half cents per ton.
 - (b) Where the distance exceeds fifty miles, and does not exceed one hundred miles, one cent per mile per ton, but not in any case to exceed seventy-five cents per ton.
 - (c) Where the distance exceeds one hundred miles, but does not exceed two hundred miles, seven-tenths of one cent per mile per ton, but not in any case to be less than one dollar per ton.
 - (d) Where the distance exceeds two hundred miles, one-half cent per mile, per ton, but not in any case to be less than one dollar and forty cents per ton.

The term “wholesale dealer” shall be held to mean and include every person who shall purchase or acquire one hundred tons of coal or upwards in one lot.

8. No royalties, rents or taxes of any kind shall be imposed on the undertaking for the ten years first following the output of coal in commercial quantities, and then only a tax or royalty of ten cents per ton of coal sold.

9. Should any of the coal properties to be granted under this Agreement cease to be operated, the area or areas so ceasing to be operated shall then revert to the Crown, and the Company shall have the right to remove all its moveable property.

10. During the continuance of this Agreement the Government retains the right to bore for coal itself in any part of the Island. Any coal discovered by the Government shall not be included in any area to be granted to the Company.

11. In making up the amount of fifteen thousand dollars and ten thousand dollars to be expended under this Agreement, nothing shall be charged except (1), the actual expenditure in the Colony on wages; (2), the actual expenditure on fuel; (3), the actual expenditure on machinery

brought in or purchased; and (4), the actual expenditure on wages of all experts, engineers, workmen and others actually at work in the boring operations.

12. This Agreement is subject to the approval and ratification of the Legislature.

In witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto and has signed these presents, and the common seal of the Company has been affixed hereunto, pursuant to resolution of the Board of Directors of the Company in the presence of the undersigned Directors.

By His Excellency's Command,

R. WATSON,

Colonial Secretary.

FRANCIS E. PROCTOR,

Director.

V. B. G. COOPER,

Director.

A. H. GURR,

Secretary.

10 EDWARD VII., CAP. 24.

An Act to confirm an Agreement between the Government and the Newfoundland Oil Fields, Limited.

[PASSED MARCH 22ND, 1910.]

SECTION

- 1.—Confirmation of Agreement between the Government and "The Newfoundland Oil Fields, Ltd."
- 2.—Material, plant and machinery to be free of duty for all similar enterprises.

SECTION

- 3.—Power of Governor in Council to impose special duty on petroleum in certain circumstances.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of Newfoundland and its Dependencies, hereinafter called "the Government," of the one part, and "The Newfoundland Oil Fields, Limited," a company formed and registered in England and having its head office in London, hereinafter called "the Company," of the other part, dated the 14th day of March, 1910, and forming the schedule hereto, is hereby approved and confirmed and every clause, matter and thing therein contained is hereby declared valid and binding upon the parties thereto, respectively, and every condition, provision and agreement therein contained is hereby declared to be proper and lawful, to be done by the said parties respectively.

2. All machinery, plant and material to be imported for the original installation, inauguration, and operation of the said enterprise and of all other enterprises of a similar character for the development and manufacture of petroleum shall be admitted into the Colony free of duty.

3. The Governor in Council may by proclamation, impose or bring into effect such rate of duty upon petroleum or kerosene oil when it is shown to his satisfaction that any person or company is able to produce and sell in this Colony petroleum or kerosene oil of as good quality and at as low a price as the same article imported from other countries, and to continue to supply the same in sufficient quantity to supply the local Newfoundland market.

SCHEDULE.

THIS AGREEMENT made at St. John's, in the Island of Newfoundland, this 14th day of March, A. D. 1910, between His Excellency Sir RALPH CHAMPNEYS WILLIAMS, K.C. M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, (hereinafter called "the Government") of the one part, and the Newfoundland Oil Fields, Limited, a Company duly formed and registered in England, and having its head office in London, (hereinafter called "the Company,") of the other part.

Whereas the Company has been formed for the purpose of developing, mining, and manufacturing petroleum and its products at and in the vicinity of Parson's Pond, in the District of St. Barbe, on the West Coast of the Colony;

And whereas it will be necessary in the carrying on of the said business to expend a large amount of capital;

And whereas the successful promotion and operation of the said enterprise and industry will be of general public benefit and the Government is desirous of assisting the same and particularly of protecting the said enterprise and industry against unequal competition from others by selling petroleum and its products in the Colony at less than actual cost;

It is therefore hereby agreed between the said parties, as follows:—

1. Wherever and as soon as it shall be shown to the satisfaction of the Government that the Company is able to produce and is ready to sell in the Colony petroleum or kerosene oil of as good quality as the same article imported from any other country, and at as low a price as that at which the imported article can be *bona fide* sold (that is to say, computing the said price at the actual cost and all expenses of importation, including duty, if any, for the time being payable upon the imported article), and in sufficient quantity to supply the local or Newfoundland market, and to continue to furnish such supply, the Government agrees to impose and bring into effect such a rate of duty upon the imported article as will be sufficient to enable the Company to compete on equal terms with the imported article.

2. The said duty shall be imposed and brought into operation and effect by the Proclamation of the Governor, prescribing the said rate of

duty and the date at which the imposition of the same shall take effect.

3. All machinery, plant and material to be imported for the original installation, inauguration and operation of the said enterprise shall be admitted free of duty.

4. No rate or charge in the nature of an export duty or an excise duty shall be imposed on the Company's products, whether crude or manufactured, for a period of ten years, to be computed from the date when the Company shall begin to make sales in the local market.

5. This Agreement is subject to the approval and ratification of the Legislature.

In witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto and has signed these presents, and Charles R. Thomson, being thereunto lawfully authorized, has signed these presents on behalf of the Company.

By His Excellency's Command,

R. WATSON,

Colonial Secretary;

THE NEWFOUNDLAND OIL FIELDS, LTD.

By its Attorney, ,

C. R. THOMSON.

Witness to the signature of

C. R. Thomson,

CHAS. H. HUTCHINGS.

10 EDWARD VII., CAP. 25.

An Act to confirm an Agreement with the Atlantic Pebble Company, Limited.

[PASSED 22ND MARCH, 1910.]

SECTION

1.—Confirmation of agreement between the Government and The Atlantic Pebble Co., Ltd.

SECTION

2.—For twenty-five years machinery to be free of duty.

Be it enacted by the Governor, the Legislative Council, and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of Newfoundland and its Dependencies, hereinafter called “The Government,” of the one part, and the Atlantic Pebble Company, Limited, incorporated under the laws of Newfoundland, hereinafter called “the Company” of the other part, and dated the ninth day of March, 1910, and forming the Schedule hereto, is hereby approved and confirmed, and every clause, matter and thing contained is hereby declared valid and binding upon the parties thereto, respectively, and every condition, provision and agreement in the said Agreement is hereby declared to be proper and lawful to be done by the said parties respectively.

2. For a period of twenty-five years from the first day of May next, all machinery which cannot be made in the Colony and all sacks and sacking which may be required by the Company for use in connection with its operations shall be admitted into the Colony free of duty.

SCHEDULE.

THIS AGREEMENT made and entered into at St. John's, Newfoundland, this ninth day of March, A. D. 1910, between His Excellency Sir RALPH CHAMPNEYS WILLIAMS, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies in Council, hereinafter called RALPH WILLIAMS, Governor, and the Atlantic Pebble Company, Limited, a company incorporated under the laws of Newfoundland, (hereinafter called “the Company,”) of the other part; Witnesseth, as follows:—

1. The Government agrees to grant to the Company for three years from the first day of May next, the exclusive right to export pebbles and beach stones from the Colony.

2. The Government agrees to grant to the Company for twenty-five years from the first day of May next the exclusive right—

- (1) To enter upon any Crown lands situated inland within one hundred yards from high water mark along the shores of Conception Bay, between Cape St. Francis and Split Point (near Bay de Verde), for the purpose of searching for pebbles and beach stones; and
- (2) To take, carry away, and dispose of to its own use all pebbles and beach stones which may be found on the said Crown lands.

3. The Company agrees to expend during the said term in actual labor in the Colony in searching for, collecting, packing and shipping pebbles and beach stones under this Agreement the following sums:

- (1) During the first ten years not less than ten thousand dollars per annum.
- (2) During the next ten years not less than twenty thousand dollars per annum; and
- (3) During the last five years not less than twenty-five thousand dollars per annum.

4. Should the Company fail in any year to make the expenditure provided by the preceding section, all rights of the Company under this Agreement shall, immediately upon such failure, be forfeited, and this Agreement shall cease, determine and become void.

5. During the term of this Agreement all machinery which cannot be made in the Colony and all sacks and sacking imported by the Company for use in connection with its operations under this Agreement shall be admitted free of duty.

6. The Governor in Council shall have power to make regulations for the protection of public and private rights and property by preventing pebbles or beach stones from being taken, under this Agreement, in such quantities or from such places as will result in damage to public or private rights or interests. Such regulations, when published in the *Royal Gazette*, shall have the force and effect of law.

7. Nothing in this Agreement contained shall prejudice any rights possessed by the people of the Colony to take from the area covered by this Agreement during the term hereby granted pebbles or beach stones for ballast, paving or other use in the Colony.

8. This Agreement is subject to approval and confirmation by the Legislature of the Colony.

In witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and has signed these presents, and the President of the Company has signed these presents at St. John's, aforesaid, on the day and year first above written.

By His Excellency's Command,

(Signed), R. WATSON,
Colonial Secretary.

(Signed), H. A. BISHOP,
President.

Witness to the signature of
HAROLD A. BISHOP,

(Signed), R. G. LEDREW.

10 EDWARD VII., CAP. 26.

An Act for the Confirmation of an Agreement between the Government and the Nova Scotia Steel and Coal Company Limited.

[PASSED MARCH 22ND, 1910.]

SECTION I.—Confirmation of Agreement between the Government and The Nova Scotia Steel and Coal Company, Limited,

Whereas the Government has entered into an Agreement with the Nova Scotia Steel and Coal Company, Limited, for certain purposes, and it is desirable to approve and ratify the same.

Be it therefore enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island and its Dependencies, of the one part, and the Nova Scotia Steel and Coal Company, Limited, of the other part, dated the fifteenth day of February, nineteen hundred and ten, and forming the Schedule to this Act, is hereby approved and ratified, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the parties thereto and each of them respectively, and all and singular the several acts, matters and things therein provided to be done or performed on the part of the said parties are hereby declared to be proper and lawful.

SCHEDULE.

THIS AGREEMENT, made at St. John's, in the Island of Newfoundland,	land, this fifteenth day of February, A. D. 1910,
SEAL OF THE COLONY.	between His Excellency Sir RALPH CHAMPNEYS WILLIAMS, K.C.M.G., Governor of the Island of
RALPH WILLIAMS, Governor.	Newfoundland and its Dependencies, in Council, hereinafter called "the Government," of the one part,
D. MORISON, A. G.	and the Nova Scotia Steel and Coal Company, Limited, hereinafter called "the Company," of the other part,

Witnesseth that the said parties hereby mutually agree as follows:—

1. The Company agrees to pay the Government seven and one-half

cents upon each ton of twenty-two hundred and forty pounds of iron ore exported by the Company from Bell Island between the first day of January, A.D. 1910, and the thirty-first day of December, A.D. 1919.

2. Payment at the rate aforesaid shall be made by the Company to the Sub-Collector, or other officer of Customs, at Bell Island, for the quarters ending respectively on the last days of March, June, September and December, in each year, upon the fifteenth day of the next succeeding month.

3. During the period fixed by section 1 no other or further change or tax shall be levied or imposed upon or in respect of said ore, and no increase shall be made in the price of coal purchased from the Company, or from any company controlled by or merged in or with the Company, for sale or consumption in Newfoundland, unless a similar increase is made for similar markets.

4. This Agreement is subject to the approval and ratification of the Legislature.

In witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and has signed these presents, and the Common Seal of the Company has been affixed hereunto, pursuant to resolution of the Board of Directors of the Company, in the presence of the undersigned Directors.

By His Excellency's Command,

[Seal]

R. WATSON,

Colonial Secretary.

[Seal]

ROBERT E. HARRIS,
*President of the Nova Scotia Steel
and Coal Co., Limited.*

THOS. CANTLEY,
Second Vice-President.

10 EDWARD VII., CAP. 27.

An Act for the Confirmation of an Agreement between the Government and the Dominion Iron and Steel Company, Limited.

[PASSED MARCH 22ND, 1910]

SECTION 2.—Confirmation of Agreement between the Government and the D. I. & S. Co., Ltd.

Whereas the Government has entered into an Agreement with the Dominion Iron and Steel Company, Limited, for certain purposes, and it is desirable to approve and ratify the same.

Be it therefore enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island and its Dependencies, of the one part, and the Dominion Iron and Steel Company, Limited, of the other part, dated the fifteenth day of February, nineteen hundred and ten, and forming the Schedule to this Act, is hereby approved and ratified, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the parties thereto and each of them respectively, and all and singular the several acts, matters and things therein provided to be done or performed on the part of the said parties are hereby declared to be proper and lawful.

SCHEDULE.

THIS AGREEMENT, made at St. John's, in the Island of Newfoundland,	land, this fifteenth day of February, A. D. 1910, between His Excellency Sir RALPH CHAMPNEYS WILLIAMS, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, hereinafter called "the Government," of the one part, and the Dominion Iron and Steel Company, Limited, its successors and assigns being owners and occupiers of lands and iron ore deposits at Bell Island, hereinafter called "the Company," of the other part,
SEAL OF THE COLONY.	
RALPH WILLIAMS, Governor.	
D. MORISON, A. G.	

Witnesseth that the said parties hereby mutually agree as follows:—

1. The Company agrees to pay to the Government seven and one-half cents per ton upon every ton of iron ore of twenty-two hundred and forty pounds each, exported by the Company from Bell Island between the first day of January, A.D. 1910, and the thirty-first day of December, A.D. 1919.

2. Payment shall be made by the Company to the Sub-Collector or other officer of Customs at Bell Island, quarterly, on the fifteenth day of January, April, July and October, in each year, upon and in respect of all ore shipped during the three months ending on the last days of the months preceding the respective dates above mentioned.

3. During the period fixed by section 1 of this Agreement no other or further charge or tax shall be levied or imposed upon or in respect of said ore, and no increase shall be made in the price of coal purchased from the Company, or from any company controlled by or merged in or with the Company, for sale or consumption in Newfoundland, unless a similar increase is made for similar markets.

4. This Agreement is subject to the approval and ratification of the Legislature

In witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and has signed these presents, and the Company has caused its Common Seal to be affixed hereunto and these presents to be signed by its President and Secretary thereunto duly authorized.

By His Excellency's Command,

[Seal.]

R. WATSON,

Colonial Secretary.

[Seal.]

J. H. PLUMMER,

President.

C. S. CAMERON,

Secretary.

1 GEORGE V., CAP. 5.

An Act to Incorporate the Marine Insurance Company, Limited, of Newfoundland.

[PASSED MARCH 29, 1911.]

SECTION

- 1.—Certain persons Incorporated as "The Newfoundland Marine Insurance Co., Ltd., of Newfoundland."
- 2.—Provisional Directors.
- 3.—Capital stock \$150,000.
- 4.—Power to increase capital.
- 5.—Head office of Company.
- 6.—Commencement of business.
- 7.—Election of Directors.
- 8.—Qualification of Directors.
- 9.—Officers of Company.
- 10.—Business at annual meeting.
- 11.—Respecting payment of calls.

SECTION

- 12.—Forfeiture of shares.
- 13.—Limitation of liability of directors and shareholders.
- 14.—Powers of Company.
- 15.—Power of directors as to bye-laws, rules and regulations.
- 16.—Form of policies.
- 17.—Power of Company to acquire and dispose of property.
- 18.—Application of earnings to payment of calls.
- 19.—Investment of Company's funds.
- 20.—Saving of rights.

Whereas the persons hereinafter named have, by their petitions, prayed that it may be enacted as is hereinafter set forth, and it being expedient as well as necessary for the welfare of the commerce of this Colony to grant the aforesaid prayers of the petitioners.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. Edgar R. Bowring, Chas. P. Ayre, John Harvey, John Brown- ing, F. H. Steer, W. Ashbourne, J. Henderson, R. F. Goodridge, R. K. Bishop, A. E. Hickman, Colin Campbell, M. G. Winter, Geo. J. Carter, W. A. Munn, F. McNamara, W. Duff, A. H. Murray, W. S. Monroe, Hugh Baird, of the Island of Newfoundland, together with such other persons as may become shareholders in the Company, are incorporated under the name of "The Newfoundland Marine Insurance Co., Ltd., of Newfoundland," and are hereinafter called the Company.

2. The persons named in the foregoing section of this Act shall be the first or provisional directors of the Company, a majority of whom shall form the quorum, and they may forthwith open stock books, procure subscriptions for the stock of the Company, make calls on stock already subscribed and receive payments thereon, and they shall deposit in a bank in St. John's all moneys received by them on account of such stock, or otherwise received by them for account of the Company and may withdraw the same for the purposes of the Company only and may generally do whatever is further necessary to organize the Company.

3. The Capital stock of the Company shall be one hundred and fifty thousand dollars, divided into shares of one hundred dollars each.

4. The directors may, after the whole capital stock has been subscribed for and fifty per cent. paid thereon in cash, increase the capital stock from time to time to an amount not exceeding five hundred thousand dollars; but the capital stock shall not be so increased until a resolution of the directors authorizing the increase has been submitted and confirmed by at least two-thirds in value of the shareholders present or represented by proxy at a special general meeting of the shareholders called for the purpose.

5. The head office of the Company shall be in St. John's, Newfoundland, but the directors may appoint local boards and establish agencies for carrying on the business of the Company at any other place where the Company may become authorized to transact business.

6. As soon as fifty thousand dollars of the capital stock has been subscribed, and ten per cent. of this amount paid into a bank in St. John's, the provisional directors may call a general meeting of the shareholders, giving at least ten days' notice of the time and place of such meeting, by letter sent postpaid to the last known address of each shareholder.

7. At the first general meeting and at each succeeding annual meeting the shareholders present or represented by proxy shall elect a board of directors, which shall consist of not less than five nor more than nine members, a majority of whom shall form a quorum.

8. No person shall become a director unless he holds in his own name and for his own use at least ten shares of the capital stock of the Company, and has paid all calls due thereon and all liability incurred by him to the Company.

9. The management of the affairs of the Company shall be conducted by the board of directors, who shall choose from amongst themselves the President, Vice-President and Managing Director, and name and appoint such other officers or servants as may be necessary to carry on the business of the Company.

10. The annual meeting of the shareholders of the Company, shall be held on the second Tuesday of January, in each year, in the City of St. John's, after giving two weeks' notice to the shareholders, and by ad-

vertisement in a newspaper published in St. John's. The shareholders present, in person or by proxy, at such meeting shall elect the directors for the coming year or re-elect or continue the whole or any individual member of those already in office. Each shareholder at general or special meetings of the Company shall be entitled to give a vote for every share which has been held by him for not less than fourteen days prior to the time of voting and upon whom all calls when due shall have been paid. Such vote shall be given in person or proxy. All questions proposed for the consideration of the shareholders shall be determined by the majority of votes, the President or whoever shall preside at general and special meetings to have the casting vote in case of an equality of votes. At the annual meeting of the shareholders a general balance sheet and statement of the affairs of the Company shall be laid before the shareholders.

11. All calls on account of subscriptions for the capital stock of the Company shall be made as determined by a majority of the directors, but at periods of not less than sixty days interval, and thirty days notice of each call shall be given by mailing such notice postpaid to the last known address of the various shareholders: provided, further, that the Company shall not commence the business authorized under this Act until the sum of not less than ten thousand dollars has been paid in cash into the funds of the Company.

12. If any shareholder shall neglect or refuse to pay any or all calls due upon any share or shares held by him, the directors may declare such share or shares forfeited, and dispose of them as they see fit, for and on account of the Company, but not until thirty days written notice has been given the holder thereof, post paid to his last known address.

13. No director or shareholder of the Company shall be liable in his person or estate for the debts or liabilities of the Company to a greater amount in the whole than the amount of stock held by him; and the Company shall affix the word "Limited" after its name, and keep the word so affixed on all office buildings, documents and writings of the Company, under penalty of the usual fines for each omission.

14. The Company may, in Newfoundland and elsewhere, make and effect contracts of marine insurance with any person or company against loss or damage of or to any ships, boats, vessels, or other craft navigating the seas, bays, lakes, rivers or other navigable waters of Newfoundland or elsewhere, or from one foreign port to another foreign port, or from any British or foreign port to any port or ports in Newfoundland or elsewhere; and against any loss or damage of or to the cargoes or property

conveyed in or upon such ships, boats, vessels, or other craft, and on freight due or to become due, the outfits and catch of vessels engaged in fishing, or on profits of vessels trading, and on specie or currency when afloat, and on fishery products, timber or other property of any description whatsoever, in transit, conveyed in any manner, upon all or any of the oceans, seas or navigable waters, as aforesaid, for such premiums or considerations and under such modifications and restrictions as may be agreed upon between the Company and the person or company agreeing with the Company for such insurance; and the Company may re-insure itself against any loss or damage or risk which it may incur in the course of its business, and generally may transact all such other business as is usually transacted by a Marine Insurance Company.

15. The directors shall have full power and authority to make and, from time to time, alter such bye-laws, rules and regulations as shall appear to them proper and needful touching the well-ordering of the Company, the management and disposition of the stock, property, estate and effects thereof. The regulation of the meetings of directors, the appointment or dismissal of officers in charge, the definition of their duties and powers, when they shall deem it necessary; the regulation and transfer of stock, the amount which may be taken and be at risk on any one ship, vessel or cargo at the same time or any interest therein depending; the investment of the paid capital of the Company, which shall not be considered necessary to be kept on hand for the payment of losses or other necessary expenses, to be invested upon approved securities, Municipal bonds, debentures, bank or other stock, and may call in or change the said investments as occasion may require; provided always, that the shareholders, at a special meeting called for the purpose, or at the annual meeting of the Company, shall have power to alter or amend such bye-laws, if they or a majority of them deem it necessary for the best interests of the Company.

16. The policies of insurance issued by the Company shall be under the seal of the Company and shall be signed by the President, Vice-President, or Managing Director, and countersigned by such officer or servant as may be directed by the rules and regulations or bye-laws; provided always, that the seal of the Company may be printed or engraved on all policies or other contracts, if so ordered by the Board.

17. The Company may lease, hire or purchase such property as is necessary for the business of the Company, and may at any time dispose of the same again.

18. The directors may, from time to time, apply the whole or any

part of the accrued earnings of the Company, as a payment on account of the balance unpaid and liable to call upon each share of issued stock of the Company; provided that the same be confirmed by a vote of at least two-thirds in value of the shares of the Company, present or represented by proxy at an annual or special general meeting called for the purpose.

19. The Company may invest or deposit such portion of its funds in foreign securities as is necessary for the maintenance of any foreign branch should the business become extended beyond Newfoundland.

20. Nothing in this Act shall affect any right, privilege, obligation or liability acquired, accrued or incurred before the date of the passing of this Act.

1 GEORGE V., CAP. 7.

ation of a Contract with the Direct United States Cable Company, Limited.

[PASSED MARCH 29, 1911.]

SECTION

1.—Confirmation of Agreement of March 11,
1911.

SECTION

2.—Power of Government to grant lands.
3.—Exemption from duties of certain Articles.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir Ralph Champeys Williams, K.C.M.G., Governor of the Island of Newfoundland, in the said Agreement called "The Government," and the Direct United States Cable Co., Limited, a Company incorporated under the laws of the United Kingdom and having its registered office in London, England, in the said Agreement and hereinafter called "the Company," and dated the 11th day of March, 1911, and forming the Schedule hereto, is hereby approved and confirmed, and all and singular the several clauses and provisions thereof are hereby declared valid and binding on the parties thereto and each of them respectively and all and singular the several matters and things therein provided to be done or performed by or on behalf of the parties respectively are hereby declared to be proper and lawful, and the parties shall have full power and authority to do and perform all and singular the several acts, matters and things in and by the said Agreement provided to be done in the manner and under the conditions stipulated by said Agreement.

2. Notwithstanding anything contained in the Acts relating to Crown lands, it shall be lawful for the Governor in Council to grant to the Company the right to enter upon unimproved Crown lands for the purposes and subject to the provisions and conditions set forth in clause 7 of said Agreement.

3. All apparatus, tools and equipment which may be necessary for the original installation of the Company's stations, and all spare cable which is necessary for repairing purposes, may be imported into this Colony free of duty.

SCHEDULE.

THIS AGREEMENT, made and entered into at St. John's, this eleventh day of March, Anno Domini one thousand nine hundred and eleven, between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, (hereinafter called "the Government,") of the one part, and The Direct United States Cable Company, Limited, a body corporate and politic, incorporated and existing under the English Companies Acts, 1862 and 1867, and having its registered office at 50 Old Broad street, London, England (hereinafter called "the Company") of the other part. Witnesseth as follows:—

RALPH WILLIAMS.
[Seal.]

1. The Government agrees to grant to the Company the right to land any of its through cables at Newfoundland on terms and conditions as favourable to the Company as those under which any other cables present or future, are granted landing rights and privileges by the Government of Newfoundland, (save and except any special privileges now enjoyed by the Anglo-American Telegraph Company, inclusive of the right of said Anglo-American Telegraph Company to compete with the Government telegraph system) it being understood and agreed that the Company shall not compete with the Government for traffic, nor transmit nor receive business from or to Newfoundland; provided that nothing herein contained shall prevent the transfer or exchange of through traffic by the Company to, from or with any other Cable or Telegraph Company.

2. In this Agreement the words "the Colony" shall be held to mean and include the Island of Newfoundland and the islands adjacent thereto, and Labrador and the islands adjacent thereto.

3. Under and in accordance with the provisions of section two of the Act 5 Edward VII., cap. 7, the Company agrees to pay to His Majesty the King, His Heirs and Successors, for the public uses of the Colony, on the 30th day of June in each year, a sum of four thousand dollars (\$4,000) in respect of every telegraphic cable between this Colony and any place outside the Colony, for the time being belonging to or worked by or on behalf of the Company, which now is or hereafter shall be landed on, extended to or established in the Colony; provided that the Company shall not be charged upon more than five telegraphic cables.

4. It is agreed and declared that every through telegraphic cable

between the European and American continents via the Colony, belonging to or worked by or on behalf of the Company, shall be regarded as two complete, distinct and separate cables for the purposes of the preceding section, and that the yearly sum of four thousand dollars (\$4,000) provided by the said section shall be payable by the Company in respect of each of said cables, that is to say, that there will be a yearly payment of eight thousand dollars (\$8,000) due by the Company in respect of every such through telegraphic cable which now is or which hereafter shall be landed on, extended to or established in the Colony by the Company.

5. Notwithstanding anything hereinbefore contained, this Agreement shall be subject to the provisions of the Act 5 Edward VII., cap 7, and to any Acts which may be passed in amendment thereof.

6. The Government agrees to grant to the Company, free of charge, out of any unimproved Crown lands which may be available, sites for the erection of the Company's station houses and cable houses; provided that the aggregate of such grants shall not exceed a maximum area of fifty acres.

7. The Government agrees to grant to the Company, free of charge, through unimproved Crown lands, on routes to be approved by the Government, the right to lay its cables in trenches from the landings to the Company's telegraph station, and also to erect poles for carrying overhead lines, where the same shall be necessary, to connect the Company's cable or cables with its office or offices.

8. The Government agrees to admit, free of duty, all apparatus, tools and equipment which may be necessary for the original installation of the Company's stations, and also all spare cable which may be imported for repairing purposes.

9. The Company, its officers and servants, shall have the right to enter upon any Crown lands or upon the lands of any person or corporation, and to break up, dig and open so much and so many of the public streets or thoroughfares (save and except in the city of St. John's) or private property or other places as shall be necessary for the purpose of laying or repairing any cable or cables, or of constructing or repairing any overhead telegraph line or lines which may be required to connect the Company's cable or cables with its office or offices. Before proceeding to break up, dig or open any street, or thoroughfare, or private property, the Company shall submit its plans for any work which it proposes to do under this clause to the Governor in Council for his approval, and the approval

of the Governor in Council shall be a condition precedent to the commencement of such work.

10. For the purpose of ascertaining the damage that may be occasioned to any person or corporation whose interests in any lands or tenements may be in any way affected under the provisions of the preceding section, the owner and the Company shall each appoint one person, and the two persons so appointed shall appoint a third, which three persons, or any two of them, shall determine the amount of compensation, if any, to be paid in respect of the damage so occasioned. The provisions of Part VI. of "The Judicature Act, 1904," entitled "Arbitration" shall apply to any arbitration held under this Agreement.

11. This Agreement is subject to approval and confirmation by the Legislature.

In witness whereof His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and the Honourable Daniel Joseph Greene, being thereunto lawfully authorized, has signed these presents on behalf of the Company.

By His Excellency's Command,

R. WATSON,

Colonial Secretary.

THE DIRECT UNITED STATES CABLE
COMPANY, LIMITED.

By their Attorney,

D. J. GREENE. [L. S.]

Witness,—

CHAS. H. HUTCHINGS.

1 GEORGE V., CAP. 8.

An Act for the Confirmation of a Contract with the Western Union Telegraph Company, Limited.

[PASSED MARCH 29, 1911.]

SECTION

1.—Confirmation of agreement of March 11,
1911.

SECTION

2.—Power of Government to grant lands.

3.—Exemption from duties of certain articles.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island of Newfoundland, in the said Agreement called “the Government,” and the Western Union Telegraph Company, Limited, of New York, in the State of New York, in the United States of America, a body corporate and politic, incorporated and existing under the laws of the State of New York, in the said Agreement and hereinafter called “the Company,” and dated the 11th day of March, 1911, and forming the Schedule hereto, is hereby approved and confirmed, and all and singular the several clauses and provisions thereof are hereby declared valid and binding on the parties thereto and each of them respectively, and all and singular the several matters and things therein provided to be done or performed by or on behalf of the parties respectively are hereby declared to be proper and lawful, and the parties shall have full power and authority to do and perform all and singular the several acts, matters and things in and by the said Agreement provided to be done in the manner and under the conditions stipulated by said Agreement.

2. Notwithstanding anything contained in the Acts relating to Crown lands, it shall be lawful for the Governor in Council to grant to the Company the right to enter upon unimproved Crown lands for the purposes and subject to the provisions and conditions set forth in clause 7 of said Agreement.

3. All apparatus, tools and equipment which may be necessary for the original installation of the Company's stations, and all spare cable which is necessary for repairing purposes may be imported into this Colony free of duty.

SCHEDULE.

THIS AGREEMENT, made and entered into at St. John's, this eleventh day of March, Anno Domini one thousand nine hundred and eleven, between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, (hereinafter called "the Government," of the one part, and the Western Union Telegraph Company, Limited, of New York, in the State of New York, in the United States of America, a body corporate and politic, incorporated and existing under the laws of the State of New York, (hereinafter called "the Company"), of the other part. Witnesseth as follows:—

RALPH WILLIAMS. [Seal.]

1. The Government agrees to grant to the Company the right to land any of its through cables at Newfoundland on terms and conditions as favorable to the Company as those under which any other cables, present or future, are granted landing rights and privileges by the Government of Newfoundland, (save and except any special privileges now enjoyed by the Anglo-American Telegraph Company, inclusive of the right of said Anglo-American Telegraph Company to compete with the Government Telegraph system), it being understood and agreed that the Company shall not compete with the Government for traffic, nor transmit nor receive business from or to Newfoundland; provided that nothing herein contained shall prevent the transfer or exchange of through traffic by the Company to, from or with any other cable or telegraph company.

2. In this Agreement the words "the Colony" shall be held to mean and include the Island of Newfoundland and the islands adjacent thereto, and Labrador and the islands adjacent thereto.

3. Under and in accordance with the provisions of section two of the Act 5 Edward VII., cap. 7, the Company agrees to pay to His Majesty the King, His Heirs and Successors, for the public uses of the Colony, on the 30th day of June in each year, a sum of four thousand dollars (\$4,000) in respect of every telegraphic cable between this Colony and any place outside the Colony, for the time being belonging to or worked by or on behalf of the Company, which now is or hereafter shall be landed on, extended to or established in the Colony; provided that the Company shall not be charged upon more than five telegraphic cables.

4. It is agreed and declared that every through telegraphic cable between the European and American continents, via the Colony, belonging to or worked by or on behalf of the Company, shall be regarded as two complete, distinct and separate cables for the purposes of the preceding section, and that the yearly sum of four thousand dollars (\$4,000) provided by the said section shall be payable by the Company in respect of each of said cables, that is to say, that there will be a yearly payment of eight thousand dollars (\$8,000) due by the Company in respect of every such through telegraphic cable which now is or which hereafter shall be landed on, extended to or established in the Colony by the Company.

5. Notwithstanding anything hereinbefore contained, this Agreement shall be subject to the provisions of the Act 5 Edward VII., cap 7, and to any Acts which may be passed in amendment thereof.

6. The Government agrees to grant to the Company, free of charge, out of any unimproved Crown lands which may be available, sites for the erection of the Company's station houses and cable houses; provided that the aggregate of such grants shall not exceed a maximum area of fifty acres.

7. The Government agrees to grant to the Company, free of charge, through unimproved Crown lands, on routes to be approved by the Government, the right to lay its cables in trenches from the landings to the Company's telegraph station, and also to erect poles for carrying overhead lines, where the same shall be necessary, to connect the Company's cable or cables with its office or offices.

8. The Government agrees to admit, free of duty, all apparatus, tools and equipment which may be necessary for the original installation of the Company's stations, and also all spare cable which may be imported for repairing purposes.

9. The Company, its officers and servants, shall have the right to enter upon any Crown lands or upon the lands of any person or corporation and to break up, dig and open so much and so many of the public streets or thoroughfares (save and except in the city of St. John's) or private property or other places as shall be necessary for the purpose of laying or repairing any cable or cables, or of constructing or repairing any overhead telegraph line or lines which may be required to connect the Company's cable or cables with its office or offices. Before proceeding to break up, dig or open any street, or thoroughfare, or private property, the Company shall submit its plans for any work which it proposes to do under this clause to the Governor in Council for his approval, and the ap-

proval of the Governor in Council shall be a condition precedent to the commencement of such work.

10. For the purpose of ascertaining the damage that may be occasioned to any person or corporation whose interests in any lands or tenements may be in any way affected under the provisions of the preceding section, the owner and the Company shall each appoint one person, and the two persons so appointed shall appoint a third, which three persons, or any two of them, shall determine the amount of compensation, if any, to be paid in respect of the damage so occasioned. The provisions of Part VI. of "The Judicature Act, 1904," entitled "Arbitration," shall apply to any arbitration held under this Agreement.

11. This Agreement is subject to approval and confirmation by the Legislature.

In witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and the Honourable Daniel Joseph Greene, being thereunto lawfully authorized, has signed these presents on behalf of the Company.

By His Excellency's Command,

R. WATSON,

Colonial Secretary.

THE WESTERN UNION TELEGRAPH
COMPANY, LIMITED.

By their Attorney,

D. J. GREENE, [L. S.]

Witness,—

CHAS. H. HUTCHINGS.

1 GEORGE V., CAP. 9.

An Act Respecting the Ratification of certain Contracts for Coastal Mail Service.

[PASSED MARCH 29, 1911.]

SECTION

1.—Confirmation of Agreements with the
Newfoundland Produce Co., Ltd.

SECTION

2.—Settlement of differences by special case.

Whereas on the 18th day of March, 1911, an agreement was entered into between the Government and the Newfoundland Produce Company, Limited, for the furnishing of a steamer to ply between St. John's and certain ports in the District of Fogo, and on the same date a further agreement was entered into between the said parties for the furnishing of a steamer to ply between certain ports in the District of Fortune Bay;

And whereas it is provided in said agreements that the same are subject to the ratification of the Legislature;

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of Newfoundland, of the one part, and the Newfoundland Produce Company, Limited, of the other part, dated the eighteenth day of March, 1911, and forming Schedule A hereto, and the agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of Newfoundland, of the one part, and the Newfoundland Produce Company, Limited, of the other part, and forming Schedule B hereto, are and each of them is ratified and confirmed, and all and singular, the several clauses, provisions and conditions thereof are hereby declared valid and binding upon the parties thereto and each of them respectively.

2. Any matter in difference between the parties to the said agreements arising out of the said agreements or either of them, may without any prior proceedings in Court, be stated as a special case by the concurrence of the parties thereto for the opinion of the Supreme Court, as fully and subject to the same rules and conditions as questions of law may now be stated as a special case in any cause or matter, and in the event of the parties not so concurring, then either party may state a case for the opinion of the Court as aforesaid.

SCHEDULE A.

THIS AGREEMENT, made and entered into at St. John's, this 18th day of March, Anno Domini one thousand nine hundred and eleven, between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, (hereinafter called "the Government,") of the one part, and The Newfoundland Produce Company, Limited, of St. John's aforesaid, (hereinafter called "the Contractor") of the other part.

Whereby the Contractor covenants and agrees to and with the said Government for the consideration hereinafter mentioned to provide and furnish a steamer to ply and run between St. John's and Change Islands and intermediate ports in the District of Fogo in manner and under and subject to the terms and conditions hereinafter set forth as follows:

1. The steamer for the said service shall be about 150 tons nett measurement; shall have suitable accommodations for thirty cabin and forty steerage passengers; shall class 100 A 1 at Lloyds; shall have a speed of at least ten knots; and shall draw not more than eleven feet when loaded.

2. The said steamer shall be well and substantially built of steel and strengthened to contend with ice. The cabins and saloons shall be furnished and fitted in first class manner and in such manner as to afford all reasonable comfort and accommodation to passengers and in accordance with the law relating to passengers in British steamers and to the rules and regulations of the Board of Trade. The said steamer shall be built according to plans and specifications to be approved of by the Government.

3. The said steamer shall make thirty-eight weekly trips in each year, commencing on or about the first day of May, 1910. The trip to be from St. John's to Change Islands and back, calling at the following intermediate ports going and returning viz.: Greenspond, Wesleyville, Offer Wadham Islands, Musgrave Harbor, Ladle Cove, Fredericton, Gander Bay, Newtown, Cat Harbor, Inner Wadham Islands, (Peckford's), Carmanville, Man Point, North Side Gander Bay, Victoria Cove, Indian Island, Tilting Harbor, Joe Batt's Arm, Change Islands, Horwoods, (Dog Bay), Seldom-Come-By, Little Fogo Islands, Fogo.

4. The Government may from time to time by order and reasonable notice thereof to the Contractor substitute any other intermediate port or ports of call, and add other ports of call on the said route without any

extra charge; provided that such substitution or addition be such as to admit of the round voyage being performed by the said boat within the weekly period without undue pressure or difficulty.

5. The days for the departure of the steamer from St. John's shall be fixed by the Government at the beginning of each summer season, viz.:—on or about the first day of May.

6. The Government shall have power, by notice to the Contractor, to detain the said steamer for a period of twenty-four hours after the time fixed for sailing, or in the event of a departure from the regular day of sailing, then for twenty-four hours after the day appointed for sailing by the Contractor.

7. The Government shall also have power, by notice to the Contractor, to detain the said steamer for a longer period than twenty-four hours next after the time fixed or appointed for sailing under the preceding clause; provided that such detention shall be without prejudice to the interests of the Contractor, any question on which shall be determined, in case of disagreement, under the provisions of the twenty-fifth clause of this agreement.

8. The said steamer shall carry all mail bags and mail packages of every description delivered to the master or other officers by them appointed to receive the same from the General Post Office in St. John's, and from the Post Offices of the respective ports of call, and shall deliver such mail bags and mail packages at the Post Office in St. John's and other ports of call to which the same shall be addressed. There shall be on board the said steamer a safe and suitable place under lock for the keeping of the mail bags and mail packages. The said steamer shall carry an officer in charge of the mail, for whom an apartment shall be provided suitable for his work, which apartment shall be set apart for the sole and separate use of the Mail Officer, should the Governor in Council deem it necessary to send one, free of charge, including diet whilst on board. Such Mail Officer may also be employed by the Government as a Customs Officer.

9. The said steamer shall stay at each intermediate port of call not less than one-half hour and at each terminal port not less than two hours; provided that if the captain of the steamer and the mail officer on board agree, they may increase or lessen the time of such stay.

10. The Contractor shall, during the continuance of this Agreement, at his own costs and charges, keep the steamer in good seaworthy condi-

tion, and properly manned and equipped in every respect, in accordance with the said laws, rules and regulations hereinbefore referred to, and there shall be a sufficient number of stewards and a stewardess on board the said steamer for the said passengers. The Government may, during the continuance of this Agreement, from time to time, cause the said steamer to be surveyed and inspected by such person or persons, as they may appoint for that purpose, and in case there should be any deficiency or default or anything wanting in the said steamer or in her equipment, according to the said laws, rules and regulations, upon notice thereof to the Contractor by the Colonial Secretary, the same shall be immediately made good and supplied by the Contractor, and in case of wrongful refusal or neglect for an unreasonable time to comply with the said notice, then the Contractor shall not be entitled to receive any part of the consideration herein provided to be paid to him; provided that the said Contractor holding a first class Board of Trade certificate for such steamer, the said steamer shall not be compelled to be passed for annual certificates by Board of Trade surveyors.

11. The Contractor shall provide large and convenient boats for the embarking and disembarking of passengers at all ports of call. In the port of St. John's passengers shall be embarked and disembarked at a wharf provided by the Contractor.

12. Passengers and goods shall be conveyed by the said steamer at rates not exceeding those set forth in Schedule hereto annexed, marked "A," and proportionate rates for any ports not mentioned in the said Schedule at which the said steamer may call. Such rates shall be advertised by the Contractor in one or more newspapers published in Newfoundland, and shall be kept posted up in the cabins or saloons and steerages of said steamer, and uniform coastal rates of freight shall be charged to and paid by all shippers of goods by the said steamer.

13. All shipwrecked crews shall be carried by the said steamer at the rates provided by the Board of Trade for the conveyance of shipwrecked seamen, provided that at no time shall the Contractor be paid more than at the rate of one shilling and sixpence sterling per day, and all such rates shall belong to the Contractor.

14. In the event of the said steamer (or a steamer substituted therefor) being lost during the continuance of this Contract, the Contractor shall, in case such loss shall happen within the first six years of the term of this Contract, provide and substitute another steamer, similar in all respects to the steamer so lost, and the steamer so provided and substituted

shall be in every way subject to the provisions of this Contract in like manner as was the steamer so lost, and in case such loss shall occur during the last six years of the said term, then the Contract, so far as concerns the steamer so lost, shall be terminated, unless the Contractor shall elect to substitute a like steamer for the residue of the said term.

15. In the event of the said steamer being damaged or requiring repair, the Contractor shall provide and substitute another steamer (to be approved of by the Government) for the performance of the work by this Contract provided to be done, and such last-named substituted steamer shall only be permitted to continue running for such time as the Government may determine and upon such terms as in the event of disagreement shall be determined under clause 25.

16. Should the said steamer fail to call at any one or more of the ports of call in regular course, unless prevented by causes over which the Contractor has no control, then, and in such case, a deduction of fifty dollars for each port to which the said steamer shall fail to call may be made from the amount which would otherwise have become payable for the trip, as hereinbefore provided, and the question as to whether or not such deduction shall be made, if disputed, shall be ascertained and determined by the Supreme Court on the application of either party. If, at any time, any port shall be inaccessible by reason of ice, the Contractor shall land the mails, mail bags and mail packages for such port at the nearest accessible port to such port of call, and shall convey them to the nearest post office or such other place as the Government shall direct, without any unnecessary delay, at the expense of the Contractor.

17. All due care and diligence shall be observed and all necessary appliances provided on board the said steamer for the comfort and convenience of passengers, and for the preservation of good order and discipline, and for the prevention of all illicit trading or other practices and disorderly conduct on the part of the officers, crew and passengers, and in the event of default or failure in the observance of this clause, the Contractor shall, from time to time, be subject to such penalty or deduction from the subsidy as may be determined under clause 25.

18. This Contract shall continue in force unless sooner determined under the provisions herein contained for a period of twelve years from the first day of May last.

19. The Contractor shall not assign, underlet or dispose of this Contract or any part thereof without the consent of the Government.

20. In the event of a breach of the 19th clause, or habitual breach of this contract by the Contractor, the Government may terminate this Contract, and such termination shall not be construed as giving the Contractor any claim for compensation in consequence of such termination.

21. And the said Government hereby agree with the said Contractor that on the due and faithful performance by him of this Contract and all conditions herein contained the Government shall pay to the said Contractor as follows, viz.: For the round voyage to Change Islands and back, calling at all intermediate ports, five hundred dollars; provided that should the said steamer fail to reach the terminal port of Change Islands, then the subsidy payable by the Government to the Contractor shall be in proportion to the ports called at.

22. The Government agrees to advise the Contractor from all ports at which the said steamer shall call and at which Government Telegraph Offices are or shall be established, of the arrival and departure of the said steamer.

23. No additional port charges, light dues or taxes beyond those now in force in the Colony shall be imposed on the said steamer during the term of this Contract.

24. In no case shall preference be given to the freight of the Contractor to be carried on the said steamer to the exclusion of the freight of other shippers.

25. All matters in difference arising between the parties hereto upon any matter connected with or arising out of this Contract, shall be referred to the Supreme Court on a case stated jointly or by either party.

26. All notice to the Contractor may be left at the Office of the Contractor in St. John's, and such shall be deemed good service of such notice.

27. And lastly, the Contractor binds the said Newfoundland Produce Company, Limited, to the Government in the penal sum of two thousand dollars for the due and faithful performance of this Contract, and the provisions, conditions and agreements herein contained on his part to be performed and kept:

28. This Agreement is subject to the approval and ratification of the Legislature.

In Witness whereof His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and has signed these presents and the Corporate Seal of the said Newfoundland Produce Company, Limited, has been affixed at St. John's, aforesaid, the day and year first before written.

By His Excellency's Command,

R. WATSON,
Colonial Secretary.

THE NEWFOUNDLAND PRODUCE
COMPANY, LIMITED,

per JOHN C. CROSBIE,
President.

Witness,—

CHAS. H. HUTCHINGS.

PASSENGER AND FREIGHT RATES

ST. JOHN'S	CLASS.	St. John's	From Wesleyville	From Newtown	From Cat Harbor	From Offer Wadhams	From Peckford's Isds
To Wesleyville.....	{ 1st. 2nd.	\$6 00 3 00					
" Newtown	{ 1st. 2nd.	6 00 3 00	30 20				
" Cat Harbor	{ 1st. 2nd.	6 25 3 00	35 25	3 20			
" Offer Wadhams.....	{ 1st. 2nd.	6 25 3 50	75 50	60 40	45 30		
" Peckford's Island	{ 1st. 2nd.	6 25 3 50	90 60	75 50	45 35	30 20	
" Musgrave Harbor.....	{ 1st. 2nd.	6 25 3 50	1 05 70	90 60	60 40	30 20	30 20
" Ladle Cove	{ 1st. 2nd.	6 25 3 50	1 20 80	95 65	60 45	35 25	30 20
" Carmanville	{ 1st. 2nd.	6 50 3 50	1 50 1 00	1 25 75	95 65	65 45	45 30
" Fredericton.....	{ 1st. 2nd.	6 50 3 50	1 65 1 10	1 40 90	1 00 70	90 60	65 45
" Man Point, Gander Bay.....	{ 1st. 2nd.	6 50 3 50	1 80 1 20	1 50 1 00	1 20 85	95 65	80 55
" Victoria Cove.....	{ 1st. 2nd.	6 50 3 50	1 80 1 25	1 55 1 05	1 35 90	1 05 70	90 60
" Horwood's	{ 1st. 2nd.	6 50 3 50	2 10 1 40	1 80 1 20	1 50 1 05	1 25 85	1 05 75
" Indian Islands	{ 1st. 2nd.	6 50 3 50	2 30 1 55	2 00 1 35	1 80 1 20	1 40 95	1 25 85
" Seldom-Come-By	{ 1st. 2nd.	6 50 3 50	2 40 1 60	2 10 1 40	1 85 1 25	1 55 1 05	1 35 90
" Tilting	{ 1st. 2nd.	6 50 3 50	2 55 1 70	2 30 1 55	2 15 1 45	1 80 1 20	1 65 1 10
" Little Fogo Island.....	{ 1st. 2nd.	6 50 3 50	2 55 1 75	2 40 1 60	2 35 1 55	1 95 1 30	1 80 1 20
" Joe's Batt's Arm.....	{ 1st. 2nd.	6 50 3 50	2 70 1 80	2 40 1 65	2 40 1 60	2 00 1 35	1 85 1 25
" Fogo	{ 1st. 2nd.	6 50 3 50	2 80 1 90	2 60 1 75	2 55 1 70	2 10 1 45	2 00 1 35
" Change Island.....	{ 1st. 2nd.	6 50 3 50	3 00 2 10	2 90 1 95	2 85 1 90	2 40 1 60	2 30 1 60

COASTAL MAIL SERVICE ACT.

CCCLXXXI.

on Fogo Mail Service, under Contract with the conveyance of Mails.

From Musgrave Har	From Ladle Cove	From Carmanville	From Fredericton	From Man Point, Gander Bay.	From Victoria Cove	Horwood's	From Indian Islands	From Seldom Come- By	From Tilting	From Little Fogo Ids	From Joe Batt's Arm	From Fogo	CLASS,
													1st. 2nd.
													1st. 2nd.
													1st. 2nd.
													1st. 2nd.
													1st. 2nd.
													1st. 2nd.
30 20													1st. 2nd.
45 30	35 25												1st. 2nd.
45 35	50 35	30 20											1st. 2nd.
65 45	60 40	35 25	30 20										1st. 2nd.
75 50	60 40	45 30	35 25	30 20									1st. 2nd.
95 65	80 55	60 40	45 35	30 25	30 20								1st. 2nd.
1 05 75	1 05 70	75 50	60 40	50 35	45 30	30 20							1st. 2nd.
1 20 8	1 05 75	80 5	65 45	60 40	60 40	35 20	30 20						1st. 2nd.
1 50 1 00	1 40 95	1 05 75	95 65	90 60	80 55	45 30	45 30	30 20					1st. 2nd.
1 65 1 10	1 70 1 15	1 25 85	1 10 75	1 05 70	95 65	50 35	50 35	35 25	30 20				1st. 2nd.
1 80 1 20	1 85 1 25	1 40 95	1 20 80	1 20 80	1 05 70	60 40	60 40	45 30	30 25	30 20			1st. 2nd.
1 85 1 25	1 95 1 30	1 50 1 00	1 35 90	1 35 90	1 20 80	75 50	75 50	30 25	30 25	30 25	30 20		1st. 2nd.
2 15 1 45	2 20 1 50	1 80 1 2	1 65 1 10	1 50 1 05	1 40 1 00	1 10 75	1 05 70	8 30	60 40	50 30	45 30	30 20	1st. 2nd.

FREIGHT RATES.

Apples, per barrel	\$0 20
Bales, etc., per foot	0 60
Butter, per tub	10, 15 and 0 20
Beef, per barrel	0 30
Bread, per bag	0 20
Boxes, small	0 20
Bread, per half bag	0 15
Biscuits, per box	0 10
Beans, per sack	0 20
Bogies	0 20
Box tin, per cwt.	0 20
Cans, empty, per case	0 10
Cases, etc., per foot	0 60
Clapboard, per M.	2 00
Cows	6 00
Chairs, per bundle of two	0 20
Flour, per barrel	0 20
Fish, per qtl., bundled	0 20
Horses	8 00
Hay, per bundle	0 30
Hay, per ton	4 00
Iron, per cwt.	0 20
Leather—sole, rolled	0 30
Leather, Upper	0 20
Leather, per side, not rolled	0 20
Lobsters, per case	0 10
Lumber, per M.	4 00
Laths, per M.	1 00
Lead, per cwt.	0 20
Molasses, per puncheon	2 00
Molasses, per tierce	0 50
Molasses, per barrel	0 30
Matches, per case	0 15
Meals, etc., per sack	0 20
Nails, per cwt.	0 20
Oil, per cask	0 40
Oakum, per bundle	0 25
Oranges, per case	0 25
Onions, per case	0 25
Oats, etc., per sack	0 20
Pig Iron, per cwt.	0 20

Parcels (small) single	0 20
Parcels (small) in quantities	0 10
Peas, per sack.....	0 20
Potatoes, per sack	0 20
Potatoes, per barrel	0 20
Pork, per barrel	0 30
Rope, per coil	0 20
Rope, small, bales of four coils	0 40
Rice, per sack	0 20
Raisins	8 and 0 10
Rolled Oats, per barrel	0 20
Sugar, per barrel	0 30
Shooks, per M.	0 10
Sheep	0 50
Soap, per box	8 and 0 10
Stoves and fittings	1 00
Stoves, without fittings	0 50
Small Stoves and fittings	0 50
Small Stoves	0 30
Salmon, per case	0 15
Shingles, per M.	0 50
Tea, per chest	0 25
Tea, per half chest	0 15
Tar, per barrel	0 30
Tea, per box	0 20

Freight on deck, including Cows, Horses, Sheeps, etc., Furniture, not packed, Stoves and Cast Ironware, only taken at shipper's risk. Ship not responsible for perishable goods. All freight to be prepaid at St. John's.

Fares:—For children under fourteen years of age, half price. Children under four years with parent, servant or guardian, free. Clergymen, half price. Meals only included when first class ticket cost \$2.00, second class \$1.50.

SCHEDULE B.

THIS AGREEMENT, made and entered into at St. John's, this 18th day of March, Anno Domini one thousand nine hundred and eleven, between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the
RALPH WILLIAMS Island of Newfoundland and its Dependencies, in
[Seal.] Council, (hereinafter called "the Government") of the one part, and The Newfoundland Produce Company, Limited, of St. John's, aforesaid, (hereinafter called "the Contractor,") of the other part.

Whereby the Contractor covenants and agrees to and with the said Government for the consideration hereinafter mentioned to provide and furnish a steamer to ply and run between Belleoram and ports of call in Fortune Bay, in manner and subject to the terms and conditions hereinafter set forth, as follows:

1. The steamer for the said service shall be from eighty to one hundred tons nett measurement; shall have suitable accommodation for twenty cabin and twenty steerage passengers; shall class 100 A 1 at Lloyd's; and shall have a speed of at least ten knots.

2. The cabins and saloons shall be furnished and fitted in such a manner as to afford all reasonable comfort and accommodation to passengers, and in accordance with the law relating to passengers in British steamers and to the rules and regulations of the Board of Trade. The said steamer shall be approved of by the Government.

3. The said steamer shall make fifty-two weekly trips in each year, commencing on the first day of May, 1910. The trip to be from Belleoram, calling at the following intermediate ports going and returning:

EAST.

Corbin,
Bay du Nord,
Rencontre,
Anderson's Cove,
Terenceville,
Little Bay East,
Fox Cove,
Garnish,

Pool's Cove,
Lally Cove,
Stone's Cove,
English Harbor East,
Harbor Mille,
Bay L'Argent,
Point Enragee.

RETURNING.

Point Enragee,	Fox Cove,
Bay L'Argent,	Little Bay East,
Harbor Mille,	Terenceville,
English Harbor East,	Anderson's Cove,
Stone's Cove,	Rencontre,
Lally Cove,	Bay du Nord,
Pool's Cove,	Corbin.

WEST.

St. Jacques,	Miller's Passage,
Mose Ambrose,	Jersey Harbor,
Coomb's Cove,	Sagona,
Little Bay West,	Great Harbor,
Harbor Breton,	Pass Island,
Brunette,	Hermitage,
Seal Cove,	Round Harbor,
Grole,	Great Jarvis,
Gaultois,	McCallum,
Little Bay, H. B.	Bay du Nord,
Pushthrough,	Ship Cove,
Balena,	Conn River,
Raymond's Point,	Milltown,
English Harbor West,	Head of Bay d'Espoir.
Boxey,	

RETURNING.

Head of Bay d'Espoir.	Conn River,
Ship Cove,	Raymond's Point,
Bay du Nord,	Balena,
McCallum,	Pushthrough,
Great Jarvis,	Little Bay, H. B.
Round Harbor,	Gaultois,
Hermitage,	Grole,
Pass Island,	Seal Cove,
Great Harbor,	Brunette,
Sagona,	Harbor Breton,
Jersey Harbor,	Little Bay West,
Miller's Passage,	Coomb's Cove,
Boxey,	Mose Ambrose,
English Harbor West,	St. Jacques.

4. The Government may, from time to time, by order and reasonable notice thereof to the Contractor, substitute any other intermediate port or ports of call, and add other ports of call on the said route without any extra charge; and shall have the right to order the said steamer to St. Pierre and Port-aux-Basques not oftener than once a week; provided that such substitution or addition be such as to permit the round voyage being performed by the said steamer without undue pressure or difficulty. Any moneys received for mail subsidies from the Government of St. Pierre shall be the property of the Newfoundland Government.

5. The days of the departure of the steamer from Belleoram shall be fixed by the Government at the beginning of each summer season, namely, on or about the first day of May.

6. The Government shall have power, by notice to the Contractor, to detain the said steamer for a period of twenty-four hours after the time fixed for sailing, or in the event of a departure from the regular day of sailing, then for twenty-four hours after the day appointed for sailing by the Contractor.

7. The Government shall also have power, by notice to the Contractor, to detain the said steamer for a longer period than twenty-four hours next after the time fixed or appointed for sailing under the preceding clause; provided that such detention shall be without prejudice to the interests of the Contractor, any question on which shall be determined, in case of disagreement, under the provisions of the twenty-fifth clause of this Agreement.

8. The said steamer shall carry all mail bags and mail packages of every description delivered to the master or other officers by them appointed to receive the same from the Post Office of the respective ports of call, and shall deliver such mail bags and mail packages at the Post Offices of the respective ports of call to which the same shall be addressed. There shall be on board the said steamer a safe and suitable place under lock for the keeping of the mail bags and mail packages. The said steamer shall carry an officer in charge of the mail, for whom an apartment shall be provided that if the captain of the steamer and the mail officer on board sole and separate use of the mail officer, should the Governor in Council deem it necessary to send one, free of charge, including diet whilst on board. Such mail officer may also be employed by the Government as a Customs' officer.

9. The said steamer shall stay at each intermediate port of call not

less than one-half hour, and at each terminal port not less than two hours; provided that if the captain of the steamer and the mail officer on board agree, they may increase or lessen the time of such stay.

10. The Contractor shall, during the continuance of this Agreement, at his own costs and charges, keep the steamer in good seaworthy condition and properly manned and equipped in every respect, in accordance with the said laws, rules and regulations hereinbefore referred to, and there shall be a sufficient number of stewards on board the said steamer for the said passengers. The Government may, during the continuance of this Agreement, from time to time cause the said steamer to be surveyed and inspected by such person or persons as they may appoint for that purpose, and in case there should be any deficiency or default or anything wanting in the said steamer or in her equipment, according to the said laws, rules and regulations, upon notice thereof to the Contractor by the Colonial Secretary, the same shall be immediately made good and supplied by the Contractor, and in case of wrongful refusal or neglect for an unreasonable time to comply with the said notice, then the Contractor shall not be entitled to receive any part of the consideration herein provided to be paid to him; provided that the said Contractor holding a first class Board of Trade certificate for such steamer, the said steamer shall not be compelled to be passed for annual certificates by Board of Trade surveyors.

11. The Contractor shall provide large and convenient boats for the embarking and disembarking of passengers at all ports of call. In the port of St. John's passengers shall be embarked and disembarked at a wharf provided by the Contractor.

12. Passengers and goods shall be conveyed by the said steamer at rates not exceeding those set forth in Schedule hereto annexed, marked "A," and proportionate rates for any ports not mentioned in the said Schedule at which the said steamer may call. Such rates shall be advertised by the Contractor in one or more newspapers published in Newfoundland, and shall be kept posted up in the cabins or saloons and steerages of said steamer, and uniform coastal rates of freight shall be charged to and paid by all shippers of goods by the said steamer.

13. All shipwrecked crews shall be carried by the said steamer at the rates provided by the Board of Trade for the conveyance of shipwrecked seamen; provided that at no time shall the Contractor be paid more than at the rate of one shilling and sixpence sterling per day, and all such rates shall belong to the Contractor.

14. In the event of the said steamer (or a steamer substituted therefor) being lost during the continuance of this Contract, the Contractor shall, in case such loss shall happen within the first six years of the term of this Contract, provide and substitute another steamer, similar in all respects to the steamer so lost, and the steamer so provided and substituted shall be in every way subject to the provisions of this Contract in like manner as was the steamer so lost, and in case such loss shall occur during the last six years of the said term, then the Contract, so far as concerns the steamer so lost, shall be terminated, unless the Contractor shall elect to substitute a like steamer for the residue of the said term.

15. In the event of the said steamer being damaged or requiring repair, the Contractor shall provide and substitute another steamer (to be approved of by the Government) for the performance of the work by this Contract provided to be done, and such last-named substituted steamer shall only be permitted to continue running for such time as the Government may determine, and upon such terms as in the event of disagreement shall be determined under clause 25.

16. Should the said steamer fail to call at any one or more of the ports of call in regular course, unless prevented by causes over which the Contractor has no control, then, and in such case a deduction of fifty dollars for each port to which the said steamer shall fail to call may be made from the amount which would otherwise have become payable for the trip, as hereinbefore provided, and the question as to whether or not such deduction shall be made, if disputed, shall be ascertained and determined by the Supreme Court on the application of either party. If, at any time any port shall be inaccessible by reason of ice, the Contractor shall land the mails, mail bags and mail packages for such port at the nearest accessible port to such port of call, and shall convey them to the nearest post office or such other place as the Government shall direct, without any unnecessary delay, at the expense of the Contractor.

17. All due care and diligence shall be observed and all necessary appliances provided on board the said steamer for the comfort and convenience of passengers, and for the preservation of good order and discipline, and for the prevention of all illicit trading or other practices and disorderly conduct on the part of the officers, crew and passengers, and in the event of default or failure in the observance of this clause, the Contractor shall, from time to time, be subject to such penalty or deduction from the subsidy as may be determined under clause 25.

18. This Contract shall continue in force, unless sooner determined

under the provisions herein contained, for a period of twelve years from the first day of May last.

19. The Contractor shall not assign, underlet or dispose of this Contract or any part thereof without the consent of the Government.

20. In the event of a breach of the 19th clause, or habitual breach of this Contract by the Contractor, the Government may terminate this Contract, and such termination shall not be construed as giving the Contractor any claim for compensation in consequence of such termination.

21. And the Government hereby agrees with the said Contractor that on the due and faithful performance by him of this Contract and all conditions herein contained the Government shall pay to the said Contractor, as follows, viz.: the sum of twenty thousand dollars per annum, in equal monthly instalments.

22. The Government agrees to advise the Contractor from all ports at which the said steamer shall call and at which Government Telegraph offices are or shall be established, of the arrival and departure of the said steamer.

23. No additional port charges, light dues or taxes beyond those now in force in the Colony shall be imposed on the said steamer during the term of this Contract.

24. In no case shall preference be given to the freight of the Contractor to be carried on the said steamer to the exclusion of the freight of other shippers.

25. All matters in difference between the parties hereto upon any matter connected with or arising out of this Contract, shall be referred to the Supreme Court on a case stated jointly or by either party.

26. All notices to the Contractor may be left at the office of the Contractor in St. John's, and such shall be deemed good service of such notice.

27. And lastly, the said Contractor hereby binds the said Newfoundland Produce Company, Limited, to the Government in the penal sum of two thousand dollars for the due and faithful performance of this Contract, and the provisions, conditions and agreements herein contained on his part to be performed and kept.

28. This Agreement is subject to the approval and ratification of the Legislature.

In Witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and has signed these presents, and the Corporate Seal of the said Newfoundland Produce Company, Limited, has been affixed at St. John's, aforesaid, the day and year first above written.

By His Excellency's Command,

R. WATSON,
Colonial Secretary.

THE NEWFOUNDLAND PRODUCE CO.,
LIMITED.

per JOHN C. CROSBIE,
President.

Witness,—

CHAS. H. HUTCHINGS.

COASTAL MAIL SERVICE ACT.

CCCXCI.

PASSENGER RATES per S. S. _____

EASTERN

FROM BELLEORAM	Belleoram		Corbin		Pool's Cove		Bay Du Nord		Lally Cove		Rencontre	
	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.
Corbin	C. 30	C. 20	C.	C.	C.	C.	C.	C.	C.	C.	C.	C.
Pool's Cove	40	25	30	20								
Bay Du Nord	45	30	35	25	30	20						
Lally Cove	65	45	45	30	30	20	30	20				
Rencontre	85	60	65	45	45	30	40	25	30	20		
Stone's Cove	1 00	70	80	55	60	40	55	35	40	25	30	20
Anderson's Cove	1 10	75	90	60	70	50	65	45	50	30	30	20
English Harbor East	1 50	1 00	1 30	90	1 10	75	1 05	50	85	55	65	45
Terenceville	1 70	1 15	1 50	1 00	1 30	90	1 20	80	1 15	75	85	60
Harbor Mille	1 60	1 10	1 45	95	1 30	85	1 15	75	95	65	75	50
Little Bay East	1 70	1 15	1 50	1 00	1 30	90	1 20	80	1 05	70	85	60
Bay L'Argent	1 90	1 30	1 70	1 15	1 55	1 05	1 45	95	1 30	85	1 10	75
Fox Cove	2 05	1 40	1 85	1 25	1 65	1 10	1 60	1 05	1 45	85	1 25	85

Minimum Passage—First class, 30 cents; second class, 20 cents. Meals not included in these rates but may be obtained at the following prices: Breakfast, 30 cents; dinner, 40 cents; tea, 30 cents.

All ports where the steamer is prevented from calling through stress of weather, passengers will be landed at the next port.

Children over 5 and under 14 years of age will be charged half rate; children under five years of age will be carried free when accompanied by parents or guardians. Clergymen will be charged half rate.

on Fortune Bay Mail Service.

ROUTE.

Stone's Cove		Anderson's Cove		English Hr. East		Terenceville		Harbor Mille		Little Bay East		Bay L'Argent	
1st.	2nd.	1st.	2nd.	1st	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.
C. ⁵	C. ⁵	C.	C.	C. ⁵	C.	C.	C.	C.	C.	C.	C.	C. ⁵	C. ⁵
30	20												
40	25	30	20										
70	45	60	40	30	20								
60	40	50	35	30	20	30	20						
70	45	60	40	35	25	30	20	30	20				
90	60	75	55	45	30	45	30	30	20	20	20		
1 05	70	90	65	60	40	45	30	35	25	20	20	30	20

BAY d'ESPOIR ROUTE.

GOING IN.

FROM GAULTOIS To	Gaultois		Ship Cove		Conn River		Milltown	
	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.
Ship Cove.....	\$ C. 80	C. 40	\$ C. 30	\$ C. 20	C. \$ 30	C. \$ 20	\$ C. 30	C. 20
Conn River.....	70	45	30	20				
Milltown	85	60	30	20	30	20		
Head of Bay d'Espoir	90	65	30	20	30	20	30	20

BAY d'ESPOIR ROUTE.

RETURNING TO PUSHTHROUGH.

FROM HEAD OF BAY d'ESPOIR TO	Head of Bay d'Espoir		Milton		Ship Cove		Raymond's Point	
	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.
Milltown	C. \$ 30	C. 20	C.	C.	C. \$ 30	C. 20	C. \$ 30	C. 20
Ship Cove.....	30	20	30	20				
Raymond's Point	60	40	60	40	30	20		
Pushthrough	00	60	75	50	60	30	30	20

WESTERN ROUTE.

FROM BELLEORAM TO	Belleoram		St. Jacques		English Hr. West		Mose Ambrose	
	1st.	2nd.	1st.	3rd.	1st.	2nd.	1st.	2nd.
St. Jacques.....	c.	c.	\$ c.	\$ c.	c.	\$ c.	\$ c.	\$ c.
English Harbor West.....	30	20		20				
Mose Ambrose	30	20	30	20	30	20		
Boxey	40	25	30	20	30	20	30	20
Coomb's Cove	75	50	60	50	50	35	45	30
Miller's Passage.....	85	60	75	50	60	40	55	35
Little Bay West	1 00	75	90	60	70	50	70	45
Jersey Harbor	1 25	85	1 15	75	1 00	70	95	65
Harbor Briton.....	1 30	90	1 20	80	1 05	75	1 00	70
Sagona.....	1 60	1 10	1 45	95	1 30	90	1 15	75
Brunette	1 70	1 20	1 60	1 10	1 45	1 00	1 30	90
Great Harbor.....	1 75	1 15	1 65	1 10	1 50	1 00	1 45	75
Seal Cove.....	2 05	1 40	1 95	1 30	1 80	1 25	1 75	1 15
Pass Island.....	2 25	1 50	2 15	1 45	2 00	1 30	1 95	1 30
Grole	2 40	1 60	2 25	1 50	2 15	1 45	2 10	1 40
Hermitage	2 65	1 80	2 55	1 70	2 40	1 60	2 35	1 55
Gaultois	2 85	1 95	2 75	1 85	2 65	1 75	2 55	1 70
Round Harbor	3 00	2 00	2 90	1 95	2 80	1 90	2 70	1 80
Little Bay, H. Bay	3 10	2 10	3 00	2 00	2 85	1 95	2 80	1 90
Great Jarvis	3 30	2 20	3 20	2 15	3 10	2 10	3 00	2 00
Pushthrough	3 35	2 25	3 25	2 20	3 15	2 10	3 10	2 10
McCallum	3 50	2 35	3 40	2 30	3 30	2 20	3 20	2 15
Balena	3 55	2 40	3 45	2 30	3 35	2 25	3 25	2 20

Belleoram to Point Enragee, 40 cents first class, 30 cents second class;
 Belleoram to Garnish, 60 cents first class, 45 second class; Point Enragee to
 Garnish, 30 cents first class, 20 cents second class.

WESTERN ROUTE.—(continued.)

Boxey		Coomb's Cove		Miller's Passage		Little Bay West		Jersey Harbor		Harbor Briton		Sagone	
1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.
C.	C.	C.	C.	C.	C.	C.	C.	C.	C.	C.	C.	C.	C.
35	25												
45	30	30	20										
60	40	30	20	30	20								
85	60	55	35	40	25	20	20						
90	60	60	40	45	30	30	80	30	20				
1 05	70	90	60	80	55	70	50	55	40	40	25		
1 15	75	1 05	70	90	60	80	55	70	50	55	40	30	20
1 30	90	1 05	75	90	60	75	50	55	35	45	30	0	20
1 65	1 10	1 35	90	1 20	80	1 05	70	85	55	75	50	40	25
1 90	1 30	1 55	1 05	1 45	95	1 30	90	1 05	77	1 00	70	55	25
2 00	1 35	1 65	1 10	1 55	1 05	1 40	95	1 15	75	1 10	75	75	35
2 25	1 50	1 95	1 30	1 80	1 20	1 65	1 10	1 45	95	1 35	90	95	50
2 50	1 65	2 15	1 45	2 05	1 35	1 90	1 25	1 65	1 10	1 60	1 05	1 25	60
2 65	1 75	2 30	1 55	2 20	1 50	2 05	1 40	1 80	1 20	1 75	1 15	1 30	80
2 70	1 80	2 40	1 60	2 25	1 50	2 10	1 40	1 90	1 25	1 80	1 20	1 65	1 00
2 95	1 95	2 60	1 75	2 50	1 65	2 35	1 55	2 10	1 40	2 00	1 35	1 70	1 15
3 00	2 00	2 70	1 80	2 55	1 70	2 40	1 60	2 20	1 50	2 10	1 40	1 75	1 20
3 15	2 10	2 80	1 90	2 70	1 80	2 50	1 65	2 30	1 55	2 25	1 50	1 85	1 30
3 20	2 15	2 85	1 95	2 75	1 85	2 55	1 70	2 35	1 60	2 30	1 55	1 95	1 30

WESTERN ROUTE.—(continued.)

FROM BELLEORAM TO	Brunette		Great Harbor		Seal Cove		Pass Island		Grole	
	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.
	C.	\$ C.	\$ C.	\$ C.	\$ C.	\$ C.	\$ C.	\$ C.	C.	C.
Great Harbor	30	20								
Seal Cove	55	30								
Pass Island	70	50	55	35	30	20				
Grole	95	60	65	45	40	25	30	20		
Hermitage	1 25	80	90	60	60	40	40	25	30	20
Gaulois	1 50	1 00	1 15	75	85	55	60	40	50	35
Round Harbor	1 60	1 10	1 30	90	1 00	70	75	50	65	45
Little Bay, H.B.	1 70	1 15	1 35	90	1 05	75	85	60	75	50
Great Jarvis	1 75	1 20	1 60	1 05	2 25	85	1 05	70	95	65
Pushthrough	1 85	1 30	1 65	1 10	1 35	90	1 15	75	1 05	70
McCallum	1 95	1 35	1 80	1 20	1 50	1 00	1 25	85	1 15	73
Balena	2 00	1 40	1 85	1 25	1 55	1 05	1 30	90	1 80	80

WESTERN ROUTE.—(continued.)

Hermitage.		Gaultois.		Round Harbor		Little Bay, H. B.		Great Jarvis.		Pushthrough.		McCallum.	
1st	2nd.	1st.	2nd.	1st	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.
c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.
30	20												
40	25	30	20										
45	30	30	20	30	20								
70	45	45	30	30	20	30	20						
75	50	55	35	40	25	30	20	30	20				
90	60	70	45	50	35	45	30	30	20	30	20		
95	65	75	50	55	40	50	35	35	25	30	20	30	20

FREIGHT RATES.

Apples, per barrel	\$0 20
Bales, etc., per foot	\$ 04
Butter, per tub	10, 15 and 0 20
Beef, per barrel	0 30
Bread, per bag	0 20
Boxes, small	0 20
Bread, per half bag	0 15
Biscuits, per box	0 10
Beans, per sack	0 20
Bogies	0 20
Box tin, per cwt.	0 20
Cans, empty, per case	0 10
Cases, etc., per foot	0 04
Clapboard, per M.	2 00
Cows	6 00
Chairs, per bundle of two	0 20
Flour, per barrel	0 20
Fish, per qtl., bundled ..	0 20
Horses	8 00
Hay, per bundle	0 30
Hay, per ton	4 00
Iron, per cwt.	0 20
Leather—sole, rolled	0 30
Leather, Upper	0 20
Leather, per side, not rolled ..	0 20
Lobsters, per case	0 10
Lumber, per M.	3 00
Laths, per M.	1 00
Lead, per cwt.	0 20
Molasses, per puncheon	1 00
Molasses, per tierce	0 50
Molasses, per barrel	0 30
Matches, per case	0 15
Meals, etc., per sack	0 20
Nails, per cwt.	0 20
Oil, per cask	0 40
Oakum, per bundle	0 25
Oranges, per case	0 25
Onions, per case	0 25
Oats, etc., per sack	0 20
Pig Iron, per cwt.	0 20

Parcels (small) single	0 20
Parcels (small) in quantities	0 10
Peas, per sack	0 20
Potatoes, per sack	0 20
Potatoes, per barrel	0 20
Pork, per barrel	0 30
Rope, per coil	0 20
Rope, small, bales of four coils	0 40
Rice, per sack	0 20
Raisins	8 and 0 10
Rolled Oats, per barrel	0 20
Sugar, per barrel	0 30
Shooks, per box	0 10
Sheep	0 50
Soap, per box	8 and 0 10
Stoves and fittings	1 00
Stoves, without fittings	0 50
Small Stoves and fittings	0 50
Small Stoves	0 30
Salmon, per case	0 10
Shingles, per M.	0 50
Tea, per box	0 20
Tea, per chest	0 25
Tea, per half chest	0 15
Tar, per barrel	0 30

Freight on deck, including cows, horses, sheep, etc., furniture, not packed, stoves and cast iron ware, only taken at shipper's risk. Ship not responsible for perishable goods. All freight to be prepaid.

1 GEORGE V., CAP. 11.

An Act to Encourage the Manufacture of Explosives.

[PASSED MARCH 29, 1911.]

SECTION

1.—Confirmation of Agreement with British-Canadian Explosives Co., Ltd., dated Dec. 30, 1910.

SECTION

2.—Power to grant lands.

3.—Exemption from duty of certain articles

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island of Newfoundland, in the said Agreement called “the Government,” and the British-Canadian Explosives Company, Ltd., of London, England, in said Agreement and hereinafter called the Lessees dated the 30th day of December, 1910, and forming the Schedule hereto, is hereby approved and confirmed, and all and singular the several clauses and provisions thereof are hereby declared valid and binding on the parties thereto and each of them respectively, and all and singular the several matters and things therein provided to be done or performed by or on behalf of the parties respectively are hereby declared to be proper and lawful, and the parties shall have full power and authority to do and perform all and singular the several acts, matters and things in and by the said Agreement provided to be done in the manner and under the conditions stipulated by said Agreement.

2. Notwithstanding anything contained in the Acts relating to Crown lands, it shall be lawful for the Governor in Council to grant to the Lessees free of charge out of any ungranted waste Crown lands which may be at his disposal such lands for factories and other buildings, such licenses to cut timber and such water powers as are provided for in clause 4 of said Agreement, subject nevertheless to the provisions and conditions contained in said clause.

3. The following articles when imported by the Lessees for use in connection with the works and business comprised in said Agreement and not for sale shall be admitted into this Colony free of duty, namely:

(1) All plant, machinery, implements, apparatus, equipment and

material necessary for the original installation of the factories and plant comprised in said Agreement.

- (2) All raw material for the manufacture of explosives which cannot be procured in Newfoundland.

SCHEDULE.

THIS AGREEMENT, made and entered into at St. John's, in the Island of Newfoundland, this 30th day of December, Anno Domini one thousand nine hundred and ten, between His Excellency Sir Ralph Champneys RALPH WILLIAMS, Governor of the Island of Newfoundland and its Dependencies, in Council, (hereinafter called "the Government,") of the one part, and The British-Canadian Explosives Company, Limited, of London, England, (hereinafter called "the Lessees,") of the other part.

Whereas the Lessees are desirous of establishing in Newfoundland the business of manufacturing mining and other explosives, and of erecting a plant therefor;

And whereas the Government is desirous of assisting the establishment of the said business;

It is therefore hereby agreed between the parties as follows:

1. The Lessees agree to erect at their own expense in the Island of Newfoundland within one year from the first day of January next, all necessary factories, buildings and plant for the manufacturing of mining and other explosives, which shall have a capacity of not less than sufficient to supply the local demand for such articles, and to maintain the said plant in continuous operation from the date of its completion.

2. The plans and specifications of the said plant and its equipment shall be subject to the approval of the Government.

3. The Lessees agree to employ Newfoundland labor in the conduct of and in connection with the said manufacture, with the exception of such skilled labor as shall not be obtainable in Newfoundland.

4. The Government agrees to grant to the Lessees out of any ungranted waste Crown lands which may be at its disposal—

- (1) Sites for the said factories and other buildings which are pro-

posed to be erected under this Agreement.

- (2) Subject to the provisions of the Crown Lands' Acts, one or more timber areas of sufficient size to supply lumber for boxes, packages and other requirements of the said industry which is proposed to be established under this Agreement; and
- (3) Sufficient water power for operating and lighting the plant and other works erected under this Agreement, where such water power shall be at the disposal of the Government.

5. The Lessees shall have the right during the continuance of this Agreement to export boxes manufactured from timber taken from the said timber areas in shucks, for the use of the Lessees' factories abroad.

6. The following articles when imported by the Lessees for use in connection with the works and business contemplated by this Agreement, but not for sale, shall be admitted into the Colony free of duty, that is to say:

- (1) All plant, machinery, implements, apparatus, equipment and material necessary for the original installation of the said factories and plant;
- (2) All raw material for the manufacture of explosives which cannot be procured in Newfoundland.

7. The Government agrees that when it is satisfied that the quality and price of the explosives manufactured by the Lessees, are equal in every respect to the article imported, and that the Lessees are in a position to supply the local market and to continue such supply to its fullest requirements, such legislation will be enacted by the Government, if desired by the Lessees, as will give to the Lessees reasonable protection from the competition of the foreign article.

8. The Government agrees to introduce and enact as the law of the Colony of Newfoundland the "Imperial Explosives Act of 1875," with the amendments thereto, for the protection of the public and of the Lessees.

9. It is understood and agreed by and between the parties hereto that the rights and privileges hereby granted to the Lessees shall continue only for so long a period as the factories of the Lessees are *bona fide* operated for the manufacture of mining and other explosives for local and foreign consumption.

10. It is agreed between the parties that the Lessees shall not assign or sublet this Contract or any part or portion thereof to any person or

corporation whomsoever without the consent of the Government, which shall not be unreasonably withheld.

11. All matters of difference arising between the parties hereto upon any matter connected with or arising out of this Agreement shall be referred to three arbitrators, one to be named by each of the parties hereto, and a third to be named by the first two, and the award or decision of any two of the said arbitrators shall be final and binding, and the obtaining of the award of the arbitrators shall be a condition precedent to the right to maintain any action under this Agreement by either party hereto. The provisions of "The Arbitration Act, 1895," shall apply to all submissions to arbitration under this Agreement.

12. This Agreement is subject to the approval and ratification of the Legislature of Newfoundland.

In Witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereto, and has signed these presents, and the Lessees have hereto set their hands and seals on the day first before written.

By His Excellency's Command,
(Signed).

R. WATSON,
Colonial Secretary.

Signed, Sealed and Delivered,
by the Lessees in the presence of

(Signed), J. B. M. THOMSON,
Chairman.
THOMAS MULLETT,
Secretary.
R. W. EATON,
Director.

1 GEORGE V., CAP. 28.

An Act to Encourage and Assist the Construction and Operation of a Marine Railway Dock at Harbor Grace.

[PASSED MARCH 29, 1911.]

SECTION

- 1.—Guarantee of interest for fifteen years.
- 2.—Commencement of guarantee term.
- 3.—Mode of payment on account of guarantee.

SECTION

- 4.—Remission of duties.
- 5.—Grant of certain land in Harbor Grace.

Whereas the Marine Railway Docks Company, Ltd., hereinafter called "the Company" has been registered as a Company with limited liability under "The Companies' Act, 1899," and has a nominal capital of fifty thousand dollars;

And whereas the principal object of the Company is the construction and operation of a Marine Railway Dock at Harbor Grace for the convenience of fishing and other vessels engaged in the trade of the Colony;

And whereas it is desirable in the interests of the fisheries and trade of the Colony that the Company shall be encouraged and assisted in establishing and operating the said Marine Railway Dock;

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Minister of Finance and Customs is hereby authorized, subject to the provisions hereinafter contained, to pay to the Company, out of the public funds of the Colony, for and during the term of fifteen years, any sum by which the net annual dividends of the Company shall be less than five per cent. upon so much of the capital of the Company as shall be actually paid up in cash; provided that the total amount of capital upon which the said sum shall be payable shall be the amount actually paid up in cash and shall not exceed fifty thousand dollars, and that the total amount payable under this section shall in no case exceed the sum of two thousand five hundred dollars in any one year.

2. The term of fifteen years shall commence on and from the date when the Dock shall be completed and ready for actual operation, and any sum provided under the preceding section shall be payable yearly.

3. No payment shall be made under the preceding sections except upon the certificate of the Auditor General of Newfoundland. In order to obtain such certificate the Company shall furnish to the Minister of Finance and Customs half yearly a full and correct statement of the receipts and expenditure of the Company, and shall afford all proper facilities to the Auditor General to make a complete examination of the books, accounts and vouchers of the Company, in conjunction with an auditor to be appointed by the Company. In the event of any dispute arising between the two auditors in relation to the said statement, the same shall be referred to the determination of a public chartered accountant as umpire, to be appointed by the two auditors. The award of such umpire shall be final and conclusive.

4. All plant, machinery, implements, apparatus and material necessary for the original construction and installation of the said Dock shall be admitted into the Colony free of duty.

5. The Governor in Council is hereby authorized to grant to the Company in fee simple, free of cost, that piece or parcel of land situate at Harbor Grace, bounded on the north by a public road and extending thereby one hundred and thirty feet; on the northwest by Thomey's property and extending thereby eighty-two feet; on the southwest by the waters of the harbor and extending thereby eighty feet; on the south by the property of W. A. Munn and extending thereby one hundred and six feet and thirty-eight feet; and on the east by a public road and extending thereby seventy-nine feet; subject to the condition that the said land shall be used as the site for the said Dock.

2 GEORGE V., CAP. 8.

An Act Respecting the Establishment of a Pulp and Paper Industry at Deer Lake.

[PASSED APRIL 18, 1912.]

SECTION

- 1.—Confirmation of Agreement with the American-Newfoundland Pulp and Lumber Co.
- 2.—Admission of materials and machinery duty free.
- 3.—Exemption from Municipal taxation.

AGREEMENT.

- 1.—Power to surrender existing leases and accept single lease of timber limits.
- 2.—Grant of rights for term of 99 years.
- 3.—Injury to Crown rights.
- 4.—Injury to private rights.
- 5.—Right to preempt private lands for certain purposes.
- 6.—Government to grant land for mill sites, &c.
- 7.—Acquiring lands incident to flowage rights.

SECTION

- 8.—Arbitration.
- 9.—Company to settle claims for injury to private rights or arbitrate thereon promptly.
- 10.—Security to extent of \$250,000 to be given by Company to defray compensation for injuries to public and private rights.
- 11.—Construction to commence by May 1st, 1913.
- 12.—Dams to be provided with sluices, fish ladders, &c.
- 13.—Passage at dam.
- 14.—Reservation of vested rights.
- 15.—Chief fire warden—his powers.
- 16.—Construction material, &c., duty free.
- 17.—Peaceable possession.
- 18.—Lesser of rights under section 2, in event licenses to cut timber being forfeited.
- 19.—Confirmation by Legislature.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor in and over the Island of Newfoundland and its Dependencies in Council, in the said Agreement called the Government, of the first part, and the American-Newfoundland Pulp and Lumber Company, of Grand Rapids, in the State of Michigan, in the United States of America, hereinafter called the Company, of the second part, and dated the ninth day of April, 1912, and forming the Schedule hereto, is hereby approved and confirmed, and all and singular the several clauses and provisions thereof are hereby declared valid and binding on the parties thereto and each of them respectively, and all and singular the several matters and things therein provided to be done or performed by or on behalf of the parties respectively, are hereby declared to be proper and lawful, and the parties shall have full power and authority to do and perform all and singular the several acts, matters and things in and by the said Agreement provided to be done in the manner and under the conditions stipulated by said Agreement.

2. All construction material and machinery for the Pulp and Paper Mills and manufacturies of the Company at Deer Lake or operating in

connection with same, or for the purpose of manufacturing the products of the same both for the original installation and for the extension of the same, but not in substitution for old, shall for a period of twenty years from the date hereof be admitted into this Colony free of duty.

3. The property of the Company at and in the vicinity of Deer Lake and Grand Lake and the Company's mills shall be exempt from all Municipal taxation.

SCHEDULE.

THIS AGREEMENT, made and entered into at St. John's, in the Colony of Newfoundland this ninth day of April, Anno Domini, one thousand nine hundred and twelve, between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies in Council (hereinafter called "The Government") of the first part, and The American-Newfoundland Pulp and Lumber Company, of Grand Rapids, in the State of Michigan, in the United States of America (hereinafter called "The Company") of the second part.

RALPH WILLIAMS, Governor.
[L. S.]

D. MORISON,
A. G.

Whereas it is desirable to promote the development of this Colony by utilising more fully than at present its timber resources, by securing the establishment of further timber, pulp and paper industries, and by encouraging the investment of capital therein;

And whereas, by various leases or licenses, the Government of Newfoundland has heretofore leased the right to cut timber over certain pieces or parcels of land situate at and in the vicinity of Deer Lake and the Humber River to various parties, which leases or licenses have by various assignments become the property of and are now owned by the Company;

And whereas the Company is desirous of establishing timber, pulp and paper mills and manufactories at Deer Lake aforesaid for the purpose of utilising the timber resources on the said lands, provided it can secure water rights to furnish sufficient power for the operation of the said mills and manufactories;

And whereas the Company has made application to the Government for the right to use certain waters hereinafter more particularly described and for certain other privileges necessary to such operation, and the Government has (subject to approval and ratification by the Legislature) as-

sent to same, upon the terms and conditions hereinafter contained and set forth.

Now this Agreement witnesseth that in consideration of the premises and of the covenants, provisos and conditions, hereinafter contained, it is hereby agreed as follows, that is to say:

1. The Government shall, upon the surrender by the Company of the leases or licenses to cut timber owned by the Company, issue one lease or license to the Company of the right to cut timber upon the limits comprised in such surrendered leases or licenses for the manufacture of lumber, pulp or paper pulp or otherwise for a period of ninety-nine years from the date of these presents, subject to the provisions of the Crown Lands' Acts of Newfoundland.

2. The Government hereby grants to the Company for a term of ninety-nine years from the date of these presents the rights (a) to raise the waters of Deer Lake aforesaid to the height or level of fifteen feet above the level or mark of high water and to take, impound, dam, store, use and enjoy the waters of said Deer Lake so raised; (b) to raise the waters of Grand Lake to the height or level of ten feet above the level or mark of low water, and to take, impound, dam, store, use and enjoy the waters of said Grand Lake, so raised; and (c) so far as the Government can, consistently with any grants heretofore made and actually subsisting, grant the same, to use the waters of Junction Brook, below Lot number 40, granted to the Reid Newfoundland Company, and the Humber River above Deer Lake aforesaid, and to use the waters of the Humber River, below Deer Lake aforesaid; provided that the rights to use the several waters granted to the Company by this section are not exclusive rights, but are to be limited to the use of the said waters for the purpose of furnishing power for the operations of the Company at and in connection with the lumber, pulp and paper mills and manufactories which the Company proposes to erect on the Humber River, below Deer Lake aforesaid; and provided further that the rights hereby granted shall not be taken or construed to prejudice, obstruct or in any way affect any public rights now or heretofore used, enjoyed or exercised or which may hereafter be created or granted by the Legislature over, upon or in relation to the said waters or any of them.

3. If the Company in or by reason of the exercise of any of the rights hereby granted and in particular but not by way of limitation, the rights to raise the waters of Deer Lake and Grand Lake, submerge, destroy, damage or injuriously affect any public or Crown rights, interests,

lands or property other than the lands referred to in paragraphs six and seven hereof, the compensation to be paid by the Company to the Government for or in respect of such rights, interests, lands or property, shall be settled by arbitration in the manner hereinafter provided.

4. If the Company in or by reason of the exercise of any of the rights hereby granted and in particular, but not by way of limitation, the rights to raise the waters of Deer Lake and Grand Lake, submerge, destroy, damage or injuriously affect any private rights, interests, lands or property, and shall be unable to agree with the owner thereof as to the compensation to be paid therefor, the Government shall permit the Company to proceed with the exercise of the said rights by these presents granted to the Company, and the compensation to be paid by the Company to the owner for or in respect to such rights, interests, lands or property shall be settled by arbitration, in the manner hereinafter provided.

5. If the Company shall at any time or times be desirous of acquiring lands in any way incident to flowage rights or rights of way for telegraphs, telephones, railways, tramways, or roads or sites for mills, works, factories or warehouses or for wharves, piers, docks or other shipping facilities on any lands not belonging to or not in the possession of the Crown, and shall be unable to agree as regards such private rights, holdings or lands with the respective owners or occupiers thereof, as to the purchase money or compensation to be paid therefor, the Government shall, upon being satisfied that the said lands are required for the purposes specified in this section, permit the company to proceed with the exercise of said rights by these presents granted to the Company, and shall permit the Company to enter and take such lands, and the purchase money or other compensation to be paid by the Company to the owners of such rights or to the owner or occupiers of such lands shall be settled by arbitration, in the manner hereinafter provided; but it shall not be lawful for the Company to enter on or take lands under the provisions and for the purposes of this section except within a period of three years from the date of this Agreement, and within a distance of forty miles from the lands now held, owned or possessed by the Company under licenses from the Crown to cut timber, and in case of lands on the waterside it shall not be lawful to take for the said purpose more than one-fourth of a mile square in any harbor, creek or bay; provided, however, that the limitations herein provided for shall not apply to lands to be taken for rights of way for railways, or to unimproved lands to be taken for wharves, piers or docks in connection with the railway.

6. The Government shall, out of any unoccupied and unimproved

Crown lands which may be available in the vicinity of the said Deer Lake and the said Humber River, upon application therefor by the Company at any time or times within one year from the date of these presents, upon being satisfied that the said lands are required for the purposes specified in this section, grant unto the said Company in fee simple for sites for mills, works, factories, warehouses, or for wharves, piers, docks or other shipping facilities, surface lands not exceeding in all two thousand acres, upon payment by the Company of the sum of thirty cents per acre for the lands so applied for, reserving therefrom, however, all minerals in, upon and under said lands.

7. If at any time or times during the said term the Company shall be desirous of acquiring lands incident to flowage rights or rights of way for telegraphs, telephones, railways, tramways or roads or sites for mills, works, factories, warehouses, or for wharves, piers, docks or other shipping facilities up to and not exceeding in the whole five thousand acres on unoccupied and unimproved lands belonging to or in the possession of the Crown, the Government shall, upon the request in writing of the Company, and upon being satisfied that such lands are required for the purposes aforesaid, convey such lands to the Company in fee simple, upon payment by the Company of the sum of thirty cents per acre, reserving therefrom, however, all minerals in, upon and under said lands.

8. All arbitrations herein provided for shall be conducted as follows:

(a) The arbitrators shall be three. One person shall be appointed by each of the contestant parties; the third arbitrator shall be the Minister of Agriculture and Mines, or some person appointed by writing under his hand, and the award of any two of the said arbitrators shall be final; provided that either of the parties may appeal therefrom to the Supreme Court, upon giving due notice to the opposite party within one month from the publication of the award. Such appeal shall be by way of re-hearing and the Court shall have full discretionary power to receive further evidence upon questions of fact, such evidence to be by oral examination in Court, by affidavit or by deposition taken before an examiner or commissioner.

(b) In estimating the amount of such compensation, only the actual intrinsic value of the land with its improvements, and not the additional value thereof, by reason of its being required for the purposes of the Company, shall be taken into consideration.

- (c) Sections 192 to 212, both inclusive, of the Judicature Act, 1904, shall apply to all arbitrations held under this Agreement, in so far as the same do not conflict with the preceding subsections (a) and (b) hereof.

9. The Company shall use all reasonable diligence to agree with the owners of all private rights, interests, lands or property, which may be submerged, destroyed, damaged or injuriously affected by the raising of said lakes, as to the amount of compensation to be paid such owners, and in the event of the Company and the owner not being able to agree as to the amount of compensation to be paid, the Company shall proceed, with all reasonable speed, to have the amount of compensation ascertained by arbitration, and the Company shall pay said compensation so agreed upon, or, in the absence of agreement so ascertained by arbitration, to the owner.

10. Not later than the 1st day of October next, the Company shall provide and furnish security to the extent of two hundred and fifty thousand dollars (\$250,000), in such manner as the Government may approve for the payment and compensation of all public and private rights, interests, lands or property which may be in any way submerged, destroyed, damaged or injuriously affected by the operations of the Company, and said security shall be held by the Government until the claims for compensation for all rights, both public and private which shall be injuriously affected by the operations of the Company have been fully satisfied and discharged, and in case the Company fail or neglect to provide such security within the time and in the manner above specified, this Agreement shall cease and determine, and the Company shall forfeit all rights hereby granted.

11. The Company shall commence actual construction work not later than the 1st day of May, A.D. 1913, and shall proceed with the same continuously (unless prevented by strikes, lockouts, vis major or other circumstances over which the Company has no control) until a pulp factory, with a capacity of 150 tons of pulp per day, shall be fully completed, and in case the Company fail or make default in this condition, these presents shall cease and determine, and the Company shall forfeit all rights hereby granted.

12. Any dam or dams erected or caused to be erected upon the said rivers and lakes by the Company shall be constructed with proper log sluices and with necessary fish ladders, as required by law, which will provide for the passage of salmon and other fish up and down the said rivers and to and from the said lakes.

13. The Company shall provide a passage through and fro for small boats at its dam at the outlet of Deer Lake, and, further, shall not at any time use, operate, manage or control its dam at Grand Lake in such a manner as to reduce the waters of Junction Brook, flowing thereout, below their usual or normal level.

14. The vested rights, if any, of all persons holding lands whose interest shall be affected by the use of the said waters, shall be reserved, and in no case shall the water in the said lakes or rivers be reduced by the said Company below average summer level, nor shall any noxious or deleterious substance, or any sawdust or refuse of saw mills be introduced into the said lakes or rivers whereby fish may be injured or the waters discolored, or rendered unfit for drinking or other purposes.

15. The Government will, on the Company's nomination, appoint a Chief Fire Warden (who shall be paid by the Company), and who, under the authority of the Government, shall have power to arrest and prosecute for violation of laws or regulations to prevent forest fires. Such Chief Warden shall hold office during the pleasure of the Company, and may appoint Assistant Fire Wardens, on the nomination and at the expense of the Company, who shall hold office during the Company's pleasure and shall perform such duties for the prevention of forest fires as the Chief Fire Warden shall prescribe, subject to the approval of the Government. In particular they shall be empowered to patrol the forests and arrest all violators of laws or regulations to prevent forest fires.

16. All construction material and machinery for said pulp and paper mills and manufactories at Deer Lake aforesaid or operating in connection with same, or for the purpose of manufacturing the products of the same, both for the original installation and the further extension of the same, but not in substitution for old, shall for a period of twenty years from the date of this Agreement be admitted into this Colony free of duty.

17. The Government hereby covenants with the Company in manner following, that is to say:

- (a) That the Company performing and observing the several covenants, conditions and agreements herein contained, and on its part to be performed and observed, shall and may peaceably and quietly hold and enjoy all the rights by these presents granted, and any lands acquired hereunder during the term hereby granted, without any interruption or disturbance from or by the Government or any person or persons claiming under or in trust for the Government.

- (b) That if this demise shall not have been determined, other than by effluxion of time, the Government will, at the request and cost of the Company, at the expiration of the term hereby granted and again at the expiration of every further term of ninety-nine years which may be hereinafter granted under this covenant, grant to the Company, subject to the like covenants, provisions and agreements as are in and by these presents reserved and contained by way of renewal for the further term of ninety-nine years, to be computed from the expiration of the term hereby granted, a new lease of the said rights, and further, that the Company paying the rents and royalties and performing and observing the several conditions and agreements in the lease or license to cut timber, referred to in section 1 hereof contained, the Government will, in the same manner, renew the said lease or license every ninety-nine years and will, grant a new lease or license therefor at the same rentals and royalties and containing the like covenants, provisions and agreements as shall be reserved and contained in the said lease or license.
- (c) The property of the Company at and in the vicinity of Deer Lake and Grand Lake and the Company's mills shall be exempt from all Municipal taxation.
- (d) The Company may at any time or times build, maintain or operate telephone and telegraph lines for the purposes of its private business, that is to say, communicating between its factories, mills and camps.

18. Should the lease or license of the right to cut timber on the limits described in section 1 be forfeited at any time during the term of this Agreement, all the rights granted to the Company under section 2 hereof shall thereupon cease, determine and become void.

19. This Agreement is subject to approval and confirmation by the Legislature of the Colony.

In Witness whereof His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be affixed hereto, and has signed these presents, and the said Company has hereto its name and seal respectively sub-

scribed and set on the day and year first above written.

By His Excellency's Command,

(Signed),

R. WATSON,

Colonial Secretary.

(Signed)

THE AMERICAN-NEWFOUNDLAND
PULP AND LUMBER CO.

By its Attorney,

W. R. HOWLEY, [L. S.]

Witness to the signature of

W. R. HOWLEY,

(Signed),

FRED. M. STIRLING.

3 GEORGE V., CAP. 4.

[PASSED APRIL 16, 1913.]

An Act to Incorporate the Conception Bay Electric Company and for other purposes.

SECTION

- 1.—Incorporation of certain persons as company.
- 2.—Capital of company.
- 3.—Liability of shareholders limited.
- 4.—Head office of company.
- 5.—Provisional directors.
- 6.—First general meeting.
- 7.—Board of directors.
- 8.—Commencement of business.
- 9.—Objects of company.
- 10.—Powers of company.
- 11.—Powers to cross railways.
- 12.—Company shall conform to grades of roads.
- 13.—Company's rails to be laid flush.
- 14.—Powers of Government to use streets and roads.
- 15.—Company's cars to have first right to tracks.
- 16.—Power to appropriate lands.

SECTION

- 17.—Respecting compensation for lands.
- 18.—Powers, right and franchises of company.
- 19.—Liability of company.
- 20.—Exemption of plant from duties.
- 21.—Exemption from other taxes.
- 22.—Limitation of rights of company.
- 22.—Respecting consequence of failure of company to construct tramway.
- 24.—Speed and running of cars.
- 25.—Stoppage of cars on street.
- 26.—Persons not to enter moving car.
- 27.—Announcement of names of streets.
- 28.—Lighting of cars.
- 29.—Sounding of gong.
- 30.—Numbering of cars.
- 31.—Marking of routes on cars.
- 32.—Powers of directors of company.
- 33.—Respecting stock of company.
- 34.—Respecting increase of capital.
- 35.—Respecting the issue of debentures.

Whereas Frank Noseworthy, W. H. Jerrett, of Clarke's Beach; and Harold Andrews, George Dawe, of Port de Grave; and C. E. Russell, D. S. Fraser, A. Dawe, C. B. Dunham, Wm. Dawe, John Parsons, Hubert J. Wells, Elijah Mercer, Thomas Wilcox, John Jardine, John Bishop, Stephen Greenland, Albert Greenland, William Greenland, Lemuel Greenland, Abram Snow, Stephen Roach, Arabel Badcock, Frank Dawe, Jos. Dawe, William Bowring, John Smith, of Bay Roberts; and James Ryan, Mark Gosse, Eugene Gosse, Nath. Gosse, Abraham Sheppard, Solomon Gosse, Mark Gosse, Moses Gosse, Wm. Chipman, Martin Sheppard, L. Blandford, J. F. Sheppard, B. B. Squires, E. W. Mifflin, Mark Shepherd, Wm. Musiam, Jesse Gosse, Ernest Gosse, Josiah Smith, Douglas Gosse, Josiah Gosse, Lorenzo Noseworthy, Job Gosse, Moses M. Young, Kenneth Gosse, Esau Gosse, Solomon Chipman, Jos. Gosse, Art. Hutchings, Martin Gosse, George A. Gosse, Richard Neil, Edward Ryan, Thos. Ryan, John Ryan, James Ryan, John Brown, Levi Chipman, of Spaniard's Bay; W. S. Bishop, Wm. Whelan, Wm. Smith, of Cupids; and Wm. Hussey, of South River; and Rev. Dr. S. J. Whelan, Jas Mahoney, W. B. Noseworthy, Jno. O'Brien, John Cowley, Wm. H. Casey, Wm. Hughes, of North River; and Wm. H. Bartlett, Robert A. Bartlett, Thos. Foley, J. T. Cantwell, Thos. Spracklin, John Rabbitts, Thomas Gushue, Wm.

Gushue, Dr. Arch Tait, John Kehoe, A. Harvey, Rev. George H. Field, Rev. R. H. Maddock, P. Delaney, John J. Smith, F. G. Jerrett, J. W. Hiscock, John Brien, J. Winter, S. E. Chafe, J. H. Percy, S. B. Roberts, J. Kelley, Rev. Dr. Murphy, of Brigus, have, by their petition, prayed for an Act of Incorporation under the name of "The Conception Bay Electric Company," for the purpose of lighting the towns, streets and buildings of Brigus, Cupids, Clarke's Beach, Port de Grave, Bay Roberts, Spaniard's Bay, and other towns and villages adjacent thereto, by electricity; also to use electricity for power purposes, and to drive machinery; also to build and operate a system of electrical tramways or street railways in, to and from, said towns, and also for the exclusive right to utilize certain streams, lakes and watersheds thereof in, or adjacent to, said towns, for said purposes;

And whereas it is expedient to grant the prayer of the petitioners.

Be it enacted by the Governor, the Legislative Council, and House of Assembly, in Legislative Session convened, as follows:—

1. The said Frank Noseworthy, W. H. Jerrett, of Clarke's Beach; and Harold Andrews, Geo. Dawe, of Port de Grave; and C. E. Russell, D. S. Fraser, A. Dawe, C. B. Dunham, Wm. Dawe, John Parsons, Hubert J. Wells, Elijah Mercer, Thos. Wilcox, John Jardine, John Bishop, Stephen Greenland, Albert Greenland, William Greenland, Lemuel Greenland, Abram Snow, Stephen Roach, Arabel Badeock, Frank Dawe, Jos. Dawe, Wm. Bowring, John Smith, of Bay Roberts; and Jas. Ryan, Mark Gosse, Eugene Gosse, Nath. Gosse, Abraham Sheppard, Solomon Gosse, Mark Gosse, Moses Gosse, Wm. Chipman, Martin Sheppard, L. Blandford, Wm. Musiam, Jesse Gosse, J. F. Sheppard, B. B. Squires, E. W. Mifflin, Mark Sheppard, Ernest Gosse, Josiah Smith, Douglas Gosse, Jos. Gosse, Lorenzo Noseworthy, Job Gosse, Moses M. Young, Art. Hutchings, Martin Gosse, G. A. Gosse, Richard Neil, Ed. Ryan, Thomas Ryan, John Ryan, James Ryan, John Brown, Levi Chipman, of Spaniard's Bay; and W. S. Bishop, Wm. Whelan, Wm. Smith, of Cupids; and William Hussey, of South River; and Rev. Dr. S. J. Whelan, James Mahoney, W. B. Noseworthy, John O'Brien, John Cowley, William H. Casey, Wm. Hughes, of North River; and Wm. H. Bartlett, Robert A. Bartlett, Thomas Foley, J. T. Cantwell, Thomas Spracklin, John Rabbits, Thomas Gushue, Wm. Gushue, Dr. Arch. Tait, J. Kehoe, A. Harvey, Rev. George H. Field, Rev. R. H. Maddock, P. Delaney, John F. Smith, F. G. Jerrett, J. W. Hiscock, John Brien, J. Winter, S. E. Chafe, J. H. Percy, G. B. Roberts, James Kelley, Rev. Dr. Murphy, of Brigus; and such other persons as shall hereafter become shareholders of the said Company, are

hereby constituted a body corporate and politic under the name of "The Conception Bay Electric Company."

2. The capital of the Company shall be \$100,000, in shares of \$25.00 each, but the capital stock may be increased by the shareholders as hereinafter provided.

3. The liability of a shareholder shall be limited to the amount unpaid on his shares.

4. The Head Office of the Company shall be situate in Clarke's Beach, Brigus, Cupids, Port de Grave, Bay Roberts, or Spaniard's Bay, to be decided at the first general meeting.

5. Nine of the persons who have signed the petition, to be selected by the petitioners, shall be provisional directors of the said Company, to conduct preliminary investigation and survey, to open subscriptions for stock and to organize said Company, and shall hold office until the election of directors as hereinafter provided.

6. As soon as one-fifth of the capital stock has been subscribed the shareholders shall proceed to the election of a Board of Directors for the said Company, and the provisional directors, or the majority of them, shall call a meeting of the shareholders for that purpose, first giving two weeks' notice thereof by advertisement in the *Royal Gazette* and one other newspaper published in Newfoundland.

7. The Board of Directors shall consist of not less than three and not more than nine shareholders, each of whom shall be a shareholder of not less than ten shares. The election of directors and the decision of other questions at such and any meetings shall be by a majority of the votes of the shareholders present in person, or represented by written proxies, each share to have one vote. The directors so and thereafter chosen, shall immediately elect one of their number president, and another to be vice-president, which president, vice-president, and directors shall continue in office for one year and until others shall be chosen to fill their places; and, if any vacancy shall at any time happen by death, resignation, or otherwise, during the said or any year, in the office of the president, vice-president or directors, the remainder of the directors shall supply such vacancy for the remainder of the year; and after the first election, such directors shall be chosen at a meeting to be held on such a date as the shareholders may decide at the first annual meeting, in each year, at the office of the Company; but if the election be not made on the

day so appointed, the Company shall not, for that reason, be dissolved, but the shareholders may hold the election on any other day in the manner provided for by any by-law passed for that purpose, or, in the event of there being no by-law in that behalf, then at any special meeting, to be called by the president or vice-president, of the shareholders for that purpose, and all the acts of the directors until their successors are elected, shall be valid and binding upon the Company.

8. As soon as one-fifth of the capital stock shall have been subscribed, and twenty per cent. thereof paid up, the Company may commence operations and exercise the powers hereby granted.

9. The Company are hereby authorized and empowered to construct, lay down, establish, fix, instal, operate and maintain all necessary works, buildings, machinery, tramway, tracks, sidings, switches, transmission lines, poles, wires, lights, cars, apparatus, appliances and conveniences; and to generate, accumulate, store, transmit, distribute, supply and sell electricity—

(a) For lighting; (b) for heating; (c) for power purposes and driving machinery; (d) and for the operation of electric or other power tramways in, to and from the towns of Brigus, Clarke's Beach, Cupids, Port de Grave, Bay Roberts, Spaniard's Bay, and the villages and country within a radius to be fixed by the Governor in Council; and the streets and buildings of said towns, to occupy the same for said purposes in pursuance hereof; and the said Company may take, transport and carry passengers, freight, mail and express matter, upon the said tramways by the application of electric, steam, gas, water or other power, and may purchase, lease, hold or acquire any real or personal property necessary for carrying on the operations of the Company.

10. The Conception Bay Electric Company shall have all licenses, rights and privileges necessary for the proper and efficient use of electricity to light the aforesaid towns and streets and buildings thereof, and to heat the buildings in said towns, within the radius to be defined as aforesaid; and also all licenses, rights and privileges necessary for the proper and efficient use of electric or other power to operate cars in the said streets and highways in the manner successfully in use elsewhere, including the right to open said streets and highways for the purpose of inserting and maintaining tramway tracks, and to insert and maintain poles

for supporting the wires conveying electric or other power, but no such poles shall be less than twenty feet in height above the ground; provided that it shall be the duty of the said Company at its own expense to keep the portions of the said streets and highways traversed by the track of the said tramway, between the rails thereof, and for two feet on each side of its track, in a state of repair equal to other parts of the said street.

11. The Company may, when and where necessary, cross on the level with its line of tramway, any railway or other tramway now built, or hereafter to be built in this Colony, and in the event of any difference arising between the said Company and the proprietor of any such railway or tramway to be crossed, such difference shall be determined by the Government Engineer of the Colony, or by an engineer specially appointed by the Governor in Council for that purpose.

12. The Company in the construction of the said tramway tracks over and along said streets, shall conform to the grades of the various streets through which the said tracks shall run.

13. The rails of the tramway track shall be laid flush with the streets and highways, and the tramway track when on the graded part of the road, shall conform to the grades of the same, so as to offer the least possible impediment to the ordinary traffic upon the said streets and highways; and all ordinary vehicles shall be permitted to use and travel in the said tracks, provided they do not interfere with the running of the motors, cars or sleighs of the Company. In all cases all other vehicles on the tracks shall immediately give place to the motors, cars, or sleighs of the Company by immediately turning off the track.

14. The Government or other body having control and management of the said streets and highways over which the said tramway shall be operated, shall have the right to take possession of and use any of the streets traversed by the tramways of the said Company, or any section thereof that may be required, either for the purpose of altering the grade thereof, or for constructing or repairing water or other pipes, or for other purposes within the province and privileges of the said Government or other body, without the Company being entitled to claim any compensation or damage therefor, but in such cases all tracks, poles, wires and works of the Company displaced for said alterations or repairs shall be replaced in good condition at the expense of the Government or other body, as aforesaid.

15. The cars and vehicles of the Company, while in operation on

the said tramway, or any of them, shall have the right to use the said tramway as against all other vehicles whatsoever, and all other vehicles using the said tramway, whether meeting or proceeding in the same direction as the cars and vehicles, shall turn out of the said track of the tramway, and permit the said cars or vehicles to pass, and shall in no case, under any pretense whatever, obstruct or hinder the passage thereof and the free use of the said tramway by the said cars or vehicles of the Company.

16. If the Company find it necessary for the efficient construction, maintenance and operation of its work, or for any purpose connected therewith, to diverge from the street or highway, the Company may, with the sanction of the Governor in Council, enter upon, and assume possession of and appropriate for any of the purposes mentioned in this section, any lands belonging to any persons or corporations that may be necessary for the opening, construction, maintenance or operation of all or any of its works, or for the erection of any buildings requisite for maintaining or operating the same, and may enter upon and remove therefrom any houses or buildings and other obstructions that may be upon such land.

17. For the purpose of ascertaining the damage that may be occasioned to any person or corporation whose interest in any lands or tenements may be in any way affected under the preceding section of this Act, the said Company shall appoint one arbitrator, the person interested in the said land another, and the two arbitrators so appointed shall appoint a third or umpire; and in the event of the person so interested in the land failing to so appoint an arbitrator after seven clear days' notice so to do, then the said Company may apply to the Supreme Court or a Judge thereof, who shall, after due notice to the person interested in the land, appoint such arbitrator, and the arbitrators so appointed by the said Company, and the Court or Judge shall thereupon appoint a third arbitrator as umpire; and in the event of the last mentioned arbitrators failing to appoint a third arbitrator after seven clear days notice from the Company so to do, the Supreme Court or Judge thereof shall, on the application of the Company, appoint such third arbitrator or umpire; and the award of such arbitrators, or any two of them, shall be final and binding between the parties.

18. For the purpose of carrying on all works in the aforesaid towns and country necessary for (a) lighting the towns, streets and buildings thereof; (b) heating the buildings thereof; (c) producing and supplying electricity for power therein; (d) the constructing and operating of tramways therein:

- (1) The Company is hereby granted the exclusive right and franchise for a period of fifty years from the date of the passing of this Act (a) To construct, instal, and operate a plant for lighting with electric light the streets and buildings; (b) To construct, instal and operate a plant to heat by electricity the buildings; (c) To construct, instal and operate a plant to generate and supply electricity for power purposes; (d) To construct, instal and operate electrical or other power tramways or street railways; (e) To all such rights, franchises and privileges as may be necessary, to construct, instal and operate electrical or other power tramways or street railways; (f) To all such rights, franchise and privileges as may be necessary for the efficient and convenient attainment of the objects in this section set forth, and in particular the right to lay tracks, erect poles, and stretch wires between said poles, upon public lands, and upon all existing and unbuilt roads in, to and from the towns of Brigus, Cupids, Clarke's Beach, Port de Grave, Bay Roberts, Spaniard's Bay, and the villages and country within the radius to be defined as aforesaid;
- (2) Subject to the approval of the Governor in Council, the right to acquire and develop a suitable water-power in, adjacent to, or within the radius to be defined as aforesaid, and the right to use the waters of any brook or brooks, with tributari and lakes within or adjacent to same;
- (3) Provided that the Government, or other body having charge of the aforesaid towns may, after the lapse of thirty years from the date of this Chapter, purchase the said railway and other rights of the said Company, as a going concern, upon giving to the Company twelve months notice of their intention to do so; and in case the Government or other body shall decide to exercise the right reserved by this section, the value of the said railway and rights of the said Company shall be appraised by three arbitrators, one to be appointed by the said Company, one by the Government or other body, and the third by the said two so appointed; and in the event of the said two arbitrators not agreeing upon a third, then such third arbitrator shall, upon the application of either party, within one month after due notice, be appointed by the Supreme Court, and the award of any two of such arbitrators shall be binding and final between the parties;

and provided, that in case the Government or other body shall not, after the lapse of the said period of thirty years, exercise the rights of pre-emption hereunder, the rights and privileges hereby granted shall continue until the Government or other body shall exercise the right of pre-emption.

19. For all losses, damages or injuries caused by the Company, its officers, agents, servants and contractors, in building, operating or maintaining works contemplated hereunder, to the property of the aforesaid towns, the Company shall be liable to make good the same or, in default thereof, the Company may be sued as for an ordinary tort in any Court of competent jurisdiction in Newfoundland, and the amount of such damage, together with costs, recovered against the said Corporation in any such suit.

20. All plant, machinery, rolling stock, implements, apparatus, tools, utensils and materials necessary for the original construction of the said lighting, heating, power, and tramway systems and extensions thereof shall be admitted into the Colony free of duty.

21. The Company shall be exempted from all rates, taxes and assessments for the period of fifty years from the date of the passage of this Act.

22. The Company shall, within five years from the passing of this Act, proceed with the construction of all works which may be necessary for the installation of the lighting of the streets and buildings of the aforesaid towns, and shall fully complete said works and operate the same within seven years from the passing of this Act: Provided that if the Company shall not have proceeded with the construction of said works and have the said works completed and in operation in any one of the aforesaid towns, within the period mentioned in this section, all rights, powers, and privileges and advantages granted to the Company by this Act, shall cease and determine in the town in which the said works may not yet be completed at such time, save and except as hereinafter provided.

23. In the event of the said Company failing to construct a street railway in, to and from the aforesaid towns within the time set forth in section twenty-two of this Act, such failure shall not operate as a forfeiture of any rights, powers, privileges, or advantages, granted by this Act to the said Company, save and except the exclusive franchise to all streets and highways in, to and from the aforesaid towns for the construction and operation of the said street railway.

24. The cars shall not stop in front of any intersecting street, except to avoid collisions or accidents. The speed of the cars shall not at any time exceed eight miles an hour, and at the crossing of intersecting streets not more than four miles an hour: Provided also, that a magistrate having jurisdiction may indicate such streets, lanes, crossings or dangerous turn or curves in roads when speed shall not exceed four miles an hour.

25. No car shall stop on the street longer than is necessary to allow passengers to leave or enter the same with all possible despatch.

26. No person shall enter or leave the cars unless such cars be at a full stop.

27. The conductor and transfer agents shall announce to the passengers the names of the streets as the cars reach them.

28. After sunset the cars shall be provided with signal lights, which shall be conspicuously placed in front and rear of cars.

29. Each car shall be supplied with a gong, which shall be sounded by the driver when the car approaches to within fifty feet of a street crossing.

30. Each car or other vehicle used by the Company shall be numbered on the outside.

31. Passenger cars shall be exclusively for the conveyance of passengers, and the route through which each car has to run shall be conspicuously marked on the outside of each car.

32. The directors shall have full power to make all by-laws for the management of the Company, the allotment, management and disposition of its stock, debentures, bonds, property and effects, and all its affairs and business, the making and collecting of calls on its stocks, the forfeiture thereof for non-payment, the entering into agreements and contracts with any corporation, municipality or person, the declaration and payment of dividends out of the profits of the Company, the form of issuing stock certificates and the transfer of shares, the calling of special and general meetings of the Company, the appointment, removal and remuneration of all officers, clerks, workmen and servants of the Company, the fares to be received from passengers and the tariff of rates for the transportation of freight, express and mail matter over the railway or any part thereof, the intervals of time between the running of each car, the time within which each day the cars shall be run and in general to do all things necessary

for carrying out the objects of the Company, and for the exercise of any powers incident thereto: Provided—

- (1) The Company shall not be entitled to charge any rate exceeding five cents for the conveyance of a passenger from one point to another (either going or returning) within the town limits: A passenger on paying his fare shall, within the town limits, be entitled to a transfer, without any further charge, from any of the Company's cars to another, at a point where routes connect or intersect, so as to enable such passenger to make one continuous trip from one point to another.

This sub-section shall apply only to fares within the town limits.

- (2) Beyond the town limits the fare shall not exceed five cents for the first three miles and under, and three cents per mile in addition for any distance over the said three miles.

33. The stock of the said Company shall be deemed personal estate, and shall be transferable in such way as the directors shall by by-law direct, and the directors of the said Company may refuse to allow any transfer to be made of stock in the said Company which is not fully paid up.

34. The directors of the said Company may, from time to time, increase the capital of the said Company by such amount or amounts as the occasion may require; Provided always that the consent of two-thirds in value of the shareholders of the Company, present in person or represented by proxy, shall be first had and obtained at a special meeting to be called and held for the purpose aforesaid.

35. (1) The directors of the Company, under the authority of the shareholders to them given at any special general meeting called for the purpose, at which meeting shareholders who represent at least two-thirds in value of the subscribed stock of the Company, and who have paid all calls due thereon, are present in person or represented by proxy, may issue bonds, debentures or other securities, signed by the president, or vice-president, and countersigned by the secretary (whose signature and counter-signature may be engraved in case of coupons attached to any such bonds or

debentures), and such bonds, debentures or other securities may be made payable at such time, and in such manner, and at such place in Newfoundland or elsewhere, and may bear such rate of interest, and may be made payable in such currency as the directors think proper.

- (a) The directors may issue and sell, or pledge, all or any of the said bonds, debentures or other securities at the best price, and on the best terms and conditions which at the time they may be able to obtain, for the purpose of raising money for prosecuting the said undertaking.
 - (b) No such bond, debenture, or other security shall be for less than \$100.
 - (c) The power of issuing bonds conferred upon the Company hereby shall not be construed as being exhausted by such issue, but such power may be exercised from time to time upon the bonds constituting such issue being withdrawn or paid off and duly cancelled.
- (2) The Company may secure such bonds, debentures or other securities by a mortgage deed creating such lien, charge and incumbrance upon the whole of such property, assets, rents and revenues of the Company, present or future, or both, as are described in the said deed; but such rents and revenues shall be subject, in the first instance, to the payment of the working expenses of the undertaking.
- (a) By the said deed the Company may grant to the holders of such bonds, debentures or other securities, or the trustees named in the said deed, all and every, the powers, rights and franchises, granted by this Act in respect to the said bonds, debentures or other securities, and all powers, rights and remedies not inconsistent with this Act, or may restrict the said holder in the exercise of any power, privilege or franchise granted by this Act, as the case may be; and all powers, rights and remedies so provided for in such mortgage deeds shall be valid and binding, and available to the said holders in manner and form as therein provided.
- (3) The bonds, debentures or other securities hereby authorized to

be issued shall, subject to the lien hereinbefore provided, be taken and be considered to be a first or preferential claim and charge upon the Company, and upon the privileges acquired under this Act or otherwise, and upon the undertaking, tolls and incomes, rents and revenues, and real and personal property thereof at any time acquired.

- (a) Each holder of the said bonds, debentures or other securities shall be deemed to be a mortgagee or encumbrancer upon the said securities *pro rata* with all the holders of any such bonds, debentures or securities, and no proceedings authorized by law or by this Act shall be taken to enforce payment of the said bonds, debentures or other securities, or of the interest thereon, except through the trustee or trustees appointed by or under such mortgage deed.

(4) If the Company make default in paying the principal or interest on any of the bonds, debentures or securities, hereby authorized, at the time when the same by the terms of the bond, debenture or other security becomes due or payable, then at the next annual general meeting of the Company, and at all subsequent meetings, all holders of bonds, debentures, or other securities, so being and remaining in default shall, in respect thereof, have and possess the same rights and privileges and qualifications for being elected directors and for voting at general meetings as would attach to them as shareholders if they had fully paid-up shares of the Company to the corresponding amount.

- (a) The rights given by this sub-section shall not be exercised by any such holder unless it is so provided by the mortgage deed, nor unless the bond, debenture or security, in respect of which he claims to exercise such rights, has been registered in his name, in the same manner as the shares of the Company may be registered in the Company's books, at least ten days before he attempts to exercise the right of voting thereon, and the Company shall be bound, on demand, to register such bonds, debentures or other securities, and thereafter any transfer thereof, in the same manner as shares or transfer of shares.

- (b) The exercise of the rights given by this sub-section shall not take away, limit or restrain any other of the rights or

remedies to which the holders of such bonds, debentures or other securities are entitled under the provisions of the mortgage deed.

- (5) All bonds, debentures, or other securities hereby authorized may be made payable to bearer, and shall in that case be transferable by delivery until registration thereof as hereinbefore provided, and while so registered they shall be transferable by written transfers, registered in the same manner as in the case of the transfer of shares.

3 GEORGE V., CAP. 5.

An Act to Incorporate "The Northern Electric Light and Power Company" and for other purposes

[PASSED APRIL 16, 1913.]

SECTION

- 1.—Incorporation of certain persons as company.
- 2.—Capital of company.
- 3.—Liability of shareholders.
- 4.—Situation of Head Office.
- 5.—Provisional Directors.
- 6.—First general meeting.
- 7.—Respecting the Board of Directors.
- 8.—Commencement of business.
- 9.—Objects of company.
- 10.—Powers of company.
- 11.—Powers of directors.
- 12.—Respecting stock of the company.

SECTION

- 13.—Increase of capital stock.
- 14.—Respecting the issue of debentures.
- 15.—Rights, privileges and franchises of company.
- 16.—Grant of certain water powers to company.
- 17.—Exemption from local taxes.
- 18.—Liability of company.
- 19.—Power of company to appropriate lands.
- 20.—Respecting compensation for lands.
- 21.—Limitation of company in exercise of rights.
- 22.—Exemption from Customs duties.

Whereas James Ryan, J. J. Murphy, Philip Templeman, Daniel A. Ryan, Otto Emerson, John Harris, Nicholas Walsh, E. J. Ryan, R. E. Forbes, John W. Lawrence, John C. Lawrence, A. E. White, Levi Templeman, Joseph Sellars, J. T. Walsh, Frederick Hartery, J. P. Murphy, John White, Peter Coleridge, Patrick F. Ryan, Robert Ryder, Samuel W. Miffen, John Blundon, and Simon Reid have by their petition prayed for an Act of Incorporation under the name of "The Northern Electric Light and Power Company," for the purpose of lighting the streets and buildings of the towns of Trinity, Catalina, and Bonavista, and the adjacent towns and settlements by electricity; also to heat the buildings in said towns by electricity; and also for the right to use the waters of certain lakes and streams situate at the South-West Arm of Catalina, to wit, Diamond's Long Pond, and its lakes and tributaries for said purposes;

And whereas it is expedient to grant the prayer of the petitioners:

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The said James Ryan, J. J. Murphy, Philip Templeman, Daniel A. Ryan, Otto Emerson, John Harris, Nicholas Walsh, E. J. Ryan, R. E. Forbes, John W. Lawrence, John C. Lawrence, A. E. White, Levi Templeman, Joseph Sellars, J. T. Walsh, Frederick Hartery, J. P. Murphy, John White, Peter Coleridge, Patrick F. Ryan, Robert Ryder, Samuel W. Miffen, John Blundon, and Simon Reid and such other persons as shall

hereafter become shareholders of the said Company are hereby constituted a body corporate and politic, under the name of "The Northern Electric Light and Power Company."

2. The capital of the Company shall be \$50,000.00, in shares of \$10.00 each, but the capital stock may be increased by the shareholders as hereinafter provided.

3. The liability of a shareholder shall be limited to the amount unpaid on his shares.

4. The head office of the Company shall be situate at Trinity, Catalina, Bonavista or St. John's, to be decided by the shareholders at its first general meeting.

5. Five of the persons who have signed the petition, to be selected by the petitioners, shall be provisional directors of the said Company to open subscriptions for stock and to organize said Company, and shall hold office until the election of directors as hereinafter provided.

6. As soon as thirty thousand dollars of the capital stock has been subscribed, the shareholders shall proceed to the election of a board of directors for the said Company, and the provisional directors, or a majority of them, shall call a meeting of the shareholders for that purpose, first giving two weeks' notice thereof by advertisement in the *Royal Gazette* and one other newspaper published in Newfoundland.

7. The board of directors shall consist of seven shareholders, each of whom shall be a shareholder of not less than ten shares.

The election of directors and the decision of other questions at such or any meeting shall be by a majority of the votes of the shareholders present in person, or represented by written proxies, each share to have one vote. The directors so and thereafter chosen shall immediately select one of their number to be president, and another to be vice-president, which president, vice-president, and directors shall continue in office for one year, and until others shall be chosen to fill their place; and if any vacancy shall at any time happen by death, resignation or otherwise during the said or any year in the office of the president, vice-president or directors, the remainder of the said directors shall supply such vacancy for the remainder of the year; and, after the first election, such directors shall be chosen at a meeting to be held on the first Tuesday of August, in each year at the office of the Company; but if the election of directors be not made on the day appointed by this Act, the Company shall not for that

reason be dissolved, but the shareholders may hold the election on any other day in the manner provided for by a by-law passed for that purpose, or in the event of there being no by-law in that behalf, then at any special meeting, to be called by the president or the vice-president, of the shareholders for the purpose, and all the acts of directors, until their successors are elected, shall be valid and binding upon the Company.

8. As soon as stock to the amount aforesaid shall have been subscribed, and twenty per cent. thereof paid up, the Company may commence operations and exercise the powers hereby granted.

9. The Company are hereby authorized and empowered to construct, lay down, establish, fix and carry out all necessary cables, wires, lines, accumulators, lamps and works, and to generate, accumulate, distribute and to supply electricity for motive power, and to light the streets, buildings, houses and places, both public and private, and to supply said buildings with heat by means of electricity, in the towns of Trinity, Catalina, Bonavista and adjacent towns and settlements within five miles of any of said towns; and the said Company may purchase, lease, hold or acquire any real or personal property necessary for carrying on the operations of the Company, and may construct and maintain all necessary power houses, works, buildings, appliances and conveniences connected therewith.

10. The said Company shall have the right to erect poles and wires in and through the streets of said towns and country adjacent thereto, for the purpose of distributing the electricity provided by them at any power house or power houses or otherwise, as aforesaid.

11. The directors shall have full power to make all by-laws for the management of the Company, the allotment, management and disposition of its shares, stock, debentures, bonds, property and effects and of its affairs and business, the making and collection of calls on its shares and stock, the forfeiture thereof for non-payment, the entering into agreements and contracts with any corporation, municipality or person, the declaration and payments of dividends out of the profits of the Company, the form of issuing stock and share certificates and the transfer of shares, the calling of special and general meetings of the Company, the appointment, removal and remuneration of all officers, clerks, workmen, and servants of the Company and, in general, to do all things that may be necessary for carrying out the objects of the Company, and for the exercise of any powers incident thereto.

12. The stock of the said Company shall be deemed personal es-

tate and shall be transferable in such way as the directors shall by by-law direct, and the directors of the said Company may refuse to allow any transfer to be made of shares or stock in the said Company which is not fully paid up.

13. The directors of the said Company may, from time to time, increase the capital of the said Company for such amount or amounts as occasion may require; provided always that the consent of two-thirds in value of the shareholders of the Company present in person, or represented by proxy, shall be first had and obtained at a special meeting to be called and held for the purpose aforesaid.

14. (1) The directors of the Company, under the authority of the shareholders, to them given at any special general meeting called for the purpose, at which meeting shareholders who represent at least two-thirds in value of the subscribed stock of the Company, and who have paid all calls due thereon, are present in person or represented by proxy, may issue bonds, debentures or other securities, signed by the president or vice-president, and countersigned by the secretary (which signature and counter-signature may be engraved in case of coupons attached to any such bonds or debentures), and such bonds, debentures or other securities may be made payable at such time, and in such manner, and at such place in Newfoundland or elsewhere, and may bear such rate of interest, and may be made payable in such currency as the directors think proper.

(a) The directors may issue and sell, or pledge, all or any of the said bonds, debentures or other securities at the best price, and on the best terms and conditions which at any time they may be able to obtain, for the purpose of raising money for prosecuting the said undertaking.

(b) No such bond, debenture or other security shall be for less than twenty dollars.

(c) The power of issuing bonds conferred upon the Company hereby shall not be construed as being exhausted by such issue, but such power may be exercised from time to time upon the bonds constituting such issue being withdrawn or paid off and duly cancelled.

(2) The Company may secure such bonds, debentures or other secur-

ities by a mortgage deed creating such lien, charge and incumbrance upon the whole of such property, assets, rents, and revenues of the Company, present or future, or both, as are described in the said deed; but such rents and revenues shall be subject, in the first instance, to the payment of the working expenses of the undertaking.

- (a) By the said deed the Company may grant to the holders of such bonds, debentures or other securities, or the trustees named in the said deed, all and every, the power, rights and franchises, granted by this Act in respect of said bonds, debentures or other securities, and all powers, rights and remedies not inconsistent with this Act, or may restrict the said holder in the exercise of any power, privilege or franchise, granted by this Act, as the case may be; and all powers, rights and remedies so provided for in such mortgage deed shall be valid and binding, and available to the said holders in manner and form as therein provided.
- (3) The bonds, debentures, or other securities hereby authorized to be issued shall, subject to the lien hereinbefore provided, be taken and be considered to be a first or preferential claim and charge upon the Company, and upon the privileges acquired under this Act or otherwise, and upon the undertaking, tolls and incomes, rents and revenues, and real and personal property thereof at any time acquired.
- (a) Each holder of the said bonds, debentures or other securities shall be deemed to be a mortgagee or encumbrancer upon the said securities *pro rata* with all the holders of any such bonds, debentures or securities; and no proceedings authorized by law or by this Act shall be taken to enforce payment of the said bonds, debentures or other securities, or of the interest thereon, except through the trustee or trustees appointed by or under such mortgage deed.
- (4) If the Company make default in paying the principal of or interest on any of the bonds, debentures or other securities, hereby authorized, at the time when the same, by the terms of the bond, debenture or other security, became due and payable, then at the next annual general meeting of the Company, and at all subsequent meetings, all holders of bonds, debentures or other securities, so being and remain-

ing in default shall, in respect thereof, have and possess the same rights and privileges and qualifications for being elected directors and for voting at general meetings as would attach to them as shareholders if they held fully paid up shares of the Company to the corresponding amount.

(a) The rights given by this sub-section shall not be exercised by any such holder unless it is so provided by the mortgage deed, nor unless the bond, debenture or other security, in respect of which he claims to exercise such rights, has been registered in his name, in the same manner as the shares of the Company may be registered in the Company's books, at least ten days before he attempts to exercise the rights of voting thereon, and the Company shall be bound, on demand, to register such bonds, debentures or other securities, and thereafter any transfer thereof, in the same manner as shares or transfers of shares.

(b) The exercise of the rights given by this sub-section shall not take away, limit or restrain any other of the rights or remedies to which the holders of such bonds, debentures or other securities are entitled under the provisions of the mortgage deed.

(5) All bonds, debentures or other securities hereby authorized, may be made payable to bearer, and shall in that case be transferable by delivery until registration thereof, as hereinbefore provided, and while so registered they shall be transferable by written transfers registered in the same manner as in the case of the transfer of shares.

15. The Company shall have all licenses, rights and privileges necessary for the proper and efficient use of electric power to light the aforesaid towns and streets and buildings thereof, and to heat the buildings in said towns; including the right to open said streets and highways for the purpose of inserting and maintaining, and to insert and maintain, poles for supporting the wires conveying electric or other power, but no such poles shall be less than twenty feet in height above the ground.

16. For the purpose of carrying on all works necessary for lighting the towns and streets and buildings of Trinity, Catalina and Bonavista, and of the adjacent towns and settlements, and of heating the

buildings in said towns and settlements, the Company is hereby granted subject to the provisions of the Crown Lands Act, the right to use the waters of the lake or pond known as Diamond's Long Pond, situate near the South-west Arm of Catalina, and the rivers and streams running into and out of the said lake or pond, and the exclusive franchise for the lighting by electricity of the aforesaid streets and highways in, to and from the aforesaid towns, and the buildings in the aforesaid towns, and within five miles thereof, for a period of fifty years from the date of the passing of this Act: Provided that the Government or other body having charge of the affairs of the towns of Trinity, Catalina and Bonavista may, after the lapse of thirty years from the date of this Act, purchase the said rights of the said Company as a going concern, upon giving to the Company twelve months notice of their intention so to do, and in case the Government or other body shall decide to exercise the right reserved by this section, the value of the said rights of the said Company shall be appraised by three arbitrators, one to be appointed by the said Company, one by the Government or other body, and the third by the said two so appointed; and in the event of said two arbitrators not agreeing upon a third, then such third arbitrator shall, upon the application of either party within one month after due notice, be appointed by the Supreme Court, and the award of any two of such arbitrators shall be binding and final between the parties; and provided that in case the Government or other body shall not, after the lapse of said period of thirty years, exercise the rights of pre-emption hereunder the rights and privileges hereby granted shall continue until the Government or other body shall exercise the right of pre-emption.

17. The Company shall be liable for water rates on all lands and buildings owned by it in the aforesaid towns, but otherwise the Company shall be exempt from taxation.

18. For all losses, damages or injuries caused by the Company, its officers, agents, servants or contractors, in building, operating or maintaining works contemplated hereunder, to the property of the aforesaid towns, the Company shall be liable to make good the same or, in default thereof, the Company may be sued as for an ordinary tort in any court of competent jurisdiction in Newfoundland, and the amount of such damage, together with costs, recovered against the said corporation in any such suit.

19. If the Company finds it necessary for the efficient construction, maintenance and operation of its work, or for any purpose connected therewith, the Company may, with the sanction of the Governor in Coun-

oil, enter upon and assume possession of and appropriate for any of the purposes mentioned in this section, any lands belonging to any persons or corporations that may be necessary for the opening, construction, maintenance or operation of all or any of its work, or for the erection of any buildings requisite for maintaining or operating the same, and may enter upon and remove therefrom any houses or buildings and other obstructions which may be upon such land.

20. For the purpose of ascertaining the damage that may be occasioned to any person or corporation whose interest in any lands or tenements may be in any way affected under the preceding section of this Act, the said Company shall appoint one arbitrator, the person interested in the said land another, and the two arbitrators so appointed shall appoint a third or umpire; and in the event of the person so interested in the land failing so to appoint an arbitrator after seven clear days' notice so to do, then the said Company may apply to the Supreme Court or a Judge thereof, who shall, after due notice to the said person interested in the land, appoint such arbitrator, and the arbitrators so appointed by the said Company and the Court or Judge shall thereupon appoint a third arbitrator, and if the said two arbitrators shall refuse or neglect to appoint such third arbitrator after seven clear days' notice from the Company so to do, the Supreme Court or a Judge thereof shall, on the application of the Company appoint such third arbitrator; and the award of such arbitrators, or any two of them, shall be final and binding between the parties.

21. The Company shall, within two years from the passing of this Act, proceed with the construction of all works which may be necessary for the installation of the lighting of the streets and buildings of the aforesaid towns, and shall fully complete said works and operate the same within five years from the passing of this Act: Provided that if the Company shall not have proceeded with the construction of said works and have the said works fully completed and in operation in any one of the aforesaid towns of Trinity, Catalina and Bonavista within the period mentioned in this section, all rights, powers and privileges and advantages granted to the said Company by this Act shall cease and determine in the town in which the said works may not be completed at such time.

22. All plant, machinery, rolling stock, implements, apparatus, tools, utensils and materials necessary for the original construction of the said lighting, heating and power systems and extensions thereof shall be admitted into the Colony free of duty.

3 GEORGE V., CAP. 6.

An Act to Incorporate the Dominion Trust Company.

[PASSED APRIL 16, 1913.]

SECTION

- 1.—Recognition of company as a corporation.
- 2.—Power of company to act as trustee, &c.
- 3.—Respecting security by company.
- 4.—Company may be accepted as surety.
- 5.—Company to be appointed sole trustee in all cases.
- 6.—Investigation of company's affairs by Supreme Court.
- 7.—Investigation of company's affairs by Governor in Council.

SECTION

- 8.—Money and securities to be kept separately.
- 9.—Respecting investment of trust moneys.
- 10.—Respecting guarantee by insurance.
- 11.—Liability of company as trustee.
- 12.—Powers of the Company.
- 13.—Respecting annual statement.
- 14.—Chief agency for Colony to be in St. John's.
- 15.—Short title.

Whereas the Dominion Trust Company (hereafter called "the Company") has by its petition represented that it is incorporated by Act of Parliament of Canada, being chapter 89 of the Statutes of 1912, for the purposes and with the powers in said Act mentioned;

And whereas the Company has by its petition prayed for the passing of an Act authorizing it to carry on its business and exercise its corporate powers in the Colony of Newfoundland;

Be it therefore enacted by the Governor, the Legislative Council, and House of Assembly, in Legislative Session convened, as follows:—

1. The Company is hereby recognized as and declared to be a Corporation, with all the rights, powers and privileges extending to corporations incorporated by the laws of Newfoundland, and is hereby authorized and empowered to carry on and exercise in the Colony of Newfoundland the same business and powers as under the said recited Act it is authorized and empowered to carry on and exercise in the Dominion of Canada and to the like extent, and as if the Company had been incorporated for such corporate purposes under the provisions of a Statute of this Colony.

2. The Company is hereby authorized and empowered to act as and hold the office or offices of executor, administrator, administrator *de bonis non*, administrator with the will annexed, trustee, receiver, curator, assignee, guardian of the estate of any minor, or committee of the person or estate of any lunatic, and it shall be lawful for any Court of law or equity in the Colony of Newfoundland or any Judge thereof to appoint the Com-

pany (with its consent) to any of the said offices, and the accounts of the Company as such executor, administrator, administrator *de bonis non*, administrator with the will annexed, trustee, receiver, curator, assignee, guardian or committee shall be regularly settled and adjusted by the proper officers or tribunals; and all proper, legal, usual and customary charges, costs and expenses shall be allowed to the Company for the care and management of the estate so committed to it.

3. Notwithstanding any rule of practice or any provision of any Act requiring security, it shall not be necessary for the Company to give any security other than its own bond for the due performance of its duties as such executor, administrator, administrator *de bonis non*, administrator with the will annexed, trustee, receiver, curator, assignee, guardian or committee, unless the Court or Judge making the appointment shall otherwise order. In the event of the Court or Judge ordering affidavits in any matter, such affidavits may be made by the local manager or secretary, or by any member of the Newfoundland Board, and the affidavit of any such person shall be binding upon the Company.

4. It shall be lawful for the Supreme Court or any Judge thereof to accept the Company as surety for any executor, administrator, administrator *de bonis non*, administrator with the will annexed, trustee, receiver, curator, assignee, guardian of the estate of any minor, or committee of the estate of any lunatic, or in any other case where an order is made for security, either for costs or in replevin or other proceeding in said Court and the Company may be accepted as such surety either alone or in conjunction with other surety or sureties.

5. It shall be lawful for the said Court or any Judge thereof to appoint the Company as sole trustee notwithstanding that but for this Act it would be necessary to appoint more than one trustee and to appoint the Company as trustee jointly with another person; such appointment may be made whether the trustee is required under the provisions of any deed, will or document creating a trust or whether the appointment is made under the provisions of "The Trustee Act, 1898," or otherwise.

6. The Supreme Court, if it deems necessary, may from time to time appoint a suitable person to investigate the affairs and management of the Company; and such person shall report thereon to the Court and regarding the security afforded to those by or from whom the engagements of the Company are held; and the expenses of such investigations shall be defrayed by the Company; or the Court may, if it deems necessary, examine the officers or directors of the Company under oath as to the security aforesaid.

7. The Governor in Council may also from time to time when he deems it expedient, appoint an Inspector to examine the affairs of the Company and report to him on the security afforded to those by whom its engagements are held as aforesaid; and the expenses of the investigation shall be borne by the Company.

8. The moneys and securities of each trust shall be kept in separate accounts distinct from those belonging to the Company and shall be so entered in the books of the Company that each particular trust shall always be readily distinguishable from any others in the registers or other books of accounts kept by the Company, and at no time shall trust moneys form part of or be mixed with the general assets of the Company.

9. All trust moneys received by the Company under the authority of this Act and requiring to be invested in Newfoundland shall be invested according to the provisions of the deed, will or other instrument of trust, under and in respect of which the Company shall be acting, or according to the laws of Newfoundland regulating investments of such trust moneys.

10. The Company shall have power to guarantee by issuing policies of insurance or otherwise the payment of money secured by or payable under or in respect of debenture bonds, debenture stock, contracts, mortgages, bonds of indemnity, charges, obligations and securities of any Company or of any authority, supreme, municipal, local or otherwise, or any persons whomsoever whether corporate or unincorporate.

11. The liability of the said Company to the person or persons interested in any estate held by the said Company as executor, trustee, administrator *de bonis non*, administrator with the will annexed, receiver, curator, assignee, guardian, or committee as aforesaid, shall be the same as if the said estate had been held by any private person in such capacities respectively, and its powers shall be the same.

12. The Company is hereby authorized and empowered to carry on the following further business and is hereby vested with the following further powers:

- (a) To accept, fulfil and execute all such trusts as may be committed to the Company by any person or persons or by any corporation on such terms as may be agreed upon or as the Court shall in case of disability approve, and which are not contrary to law, and to take, receive, hold and convey

all estates and property (both real and personal) which may be granted, committed or conveyed to the Company with its assent upon such trust or trusts;

- (b) To act generally as agents or attorneys for the transaction of business, the management of estates, the investment and collection of moneys, rents, interests, dividends, mortgages, bonds, bills, notes and other securities; to act as agents for the purpose of registering, issuing and countersigning the transfers and certificates of stocks, bonds, debentures, or other obligations, and to receive and manage any sinking fund therefor on any such terms as may be agreed upon;
- (c) To construct, maintain and operate or lease suitable buildings and structures for the reception and storage of personal property of every nature and kind, to act as agents, consignees and bailees thereof; and to take all kinds of personal property for deposit and safe keeping on such terms as may be agreed upon and to make loans on the same.
- (d) To guarantee any investments made by the Company as agent or otherwise;
- (e) To sell, pledge or mortgage any mortgages or other security or any other real or personal property held by the Company from time to time, and to make and execute all requisite conveyances and assurances in respect thereof;
- (f) To make, enter into, deliver, accept and receive all deeds, conveyances, assurances, transfers, assignments, grants, and contracts necessary to carry out the purposes of the said Company, and to promote the objects and business of the said Company;
- (g) To amalgamate with any other Company having powers wholly or in part similar to the powers of the Company;
- (h) To lend money upon such terms as are deemed expedient with power to take security for the same or any other indebtedness owing to the Company upon real estate, ground rents, Newfoundland, British, foreign or other public securities, or upon stocks, shares, bonds, debentures or other securities of any municipal or other corporation or upon goods ware-

housed or pledged with the Company, or upon such other securities or guarantees as are deemed expedient, and to acquire by purchase or otherwise any of the aforesaid property or assets which may have been pledged with the Company as security for such loan or indebtedness and to re-sell the same; provided, however, that the Company shall not lend upon the security of Bills of Exchange or Promissory Notes;

- (i) To act as trustee in respect of any debenture, bond, mortgage, or other security issued by any municipal or other corporation;
- (j) To examine, report upon and audit the books, accounts, condition and standing of corporations, partnerships and individuals;
- (k) To buy, sell and invest in the stock, bonds, debentures or obligations, of municipal or other corporations, and in Newfoundland, British, foreign or other public securities;
- (l) To receive money on deposit and to allow interest on the same;
- (m) To guarantee any person or persons against loss or damage by reason of the failure on the part of any person or persons to make due payment of the whole or any part of any loan, advance, mortgage or claim, or the interest thereon. and to issue its guarantee certificates or policies in such forms as it may determine and for such remuneration as it may fix;
- (n) To act as an agency or association for or on behalf of others who entrust it with money for loan or investment and also to secure the repayment of the principal or payment of the interest or both, of any moneys entrusted with the Company for investment and for the purpose of securing the Company against loss upon any guarantee or obligation or other advance made by the Company; to receive and dispose of any description of asset or security which is conveyed, pledged, mortgaged or assigned to or warehoused with the Company in connection with such guarantee, obligation, advance or investment.
- (o) To promote or assist in promoting any other Company and for such purpose to subscribe for, buy and sell debentures, mort-

gage debentures, and other securities of such other Company and otherwise to employ the money or credit of the Company in any manner deemed expedient for such purposes; and to act as agents for the purpose of collecting and converting into money such securities and properties and to close and wind up the business of estates, persons, partnerships, associations or corporate bodies and to do such incidental acts and things as are necessary for such purposes;

- (p) To acquire and undertake the whole or any part of the business, property and liabilities of any person or Company carrying on any business which this Company is authorized to carry on;
- (q) To take or otherwise acquire and hold shares in any other Company having objects altogether or in part similar to those of this Company;
- (r) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business;
- (s) To acquire, hold, alienate, convey, mortgage and hypothecate any real estate for its own use, accommodation or by way of security or investment;
- (t) And for all such services, duties and trusts to charge, collect and receive all proper remuneration, legal, usual and customary costs, charges and expenses;
- (v) To do all such other things as are incidental or conducive to the exercise of the above powers or any of them.

13. The Company shall prepare and annually transmit to the Registrar of Companies a statement in duplicate, verified on oath by the president, manager or secretary, setting forth the capital stock of the Company, and such other details as the Registrar may require, and the said statement shall be made up to the thirty-first day of December in each year.

14. The chief agency of the Company for the Colony shall be in St. John's and shall be in charge of such officers as may be appointed by

the Company from time to time, and for all purposes in respect to business transacted by the Company in the Colony shall be the head office of this Company.

15. This Act may be cited as "The Dominion Trust Company Act, 1912."

3 GEORGE V., CAP. 7.

An Act to Incorporate the Eastern Trust Company

[PASSED APRIL 16, 1913.]

SECTION

- 1.—Recognition of company as a corporation.
- 2.—Power of company to accept trusts.
- 3.—Power of company to accept offices.
- 4.—Respecting security by company.
- 5.—Respecting investigation of company's affairs by court.
- 6.—Approval by Governor in Council may be revoked.
- 7.—Power to act as assignee for creditors or trustee in insolvency.
- 8.—Company may be appointed sole trustee.

SECTION

- 9.—Respecting liability of company.
- 10.—Respecting moneys and securities in the books of the company and the investment thereof.
- 11.—Company may guarantee in certain cases.
- 12.—Respecting buildings of the company.
- 13.—Power of company to hold real estate.
- 14.—Powers of directors.
- 15.—Chief agency for Colony to be in St. John's.
- 16.—Respecting Company's annual statement.

Whereas the Eastern Trust Company (hereinafter called "The Company") was incorporated by an Act of the Parliament of Canada passed in the fifty-sixth year of the reign of Her late Majesty Queen Victoria (Chapter 84 of the Acts of Parliament 1893) which said Act was amended by an Act of the said Parliament passed in the sixty-second year of the reign of Her said late Majesty (Chapter 110 of the Acts of Parliament 1899) and was further amended by an Act of the said Parliament passed in the eighth year of His late Majesty King Edward the Seventh (Chapter 103 of the Acts of 1908), and its present capital is One million dollars all of which has been issued and allotted and whereupon seven hundred and fifty thousand dollars have been paid up in cash;

And whereas the Company has by its petition prayed for the passing of an Act authorizing it to carry on and exercise in the Colony of Newfoundland the business and powers hereinafter set forth;

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Company is hereby recognized as, and declared to be a corporation with all the rights, powers and privileges extending to corporations incorporated by the Laws of Newfoundland, and is hereby authorized and empowered to carry on and exercise in the Colony of Newfoundland the business and powers hereinafter set forth, as if the Company had been incorporated under the provisions of the statute of this Colony, saving and excepting nevertheless anything in the laws of Newfoundland to the contrary, except as hereinafter provided.

2. The Company may accept and execute all such trusts of every description as are committed to them by any person or persons, or by any corporation, or by any court of law or equity in Newfoundland, and may take and accept by grant, assignment, transfer, devise, or bequest, and hold any real or personal estate on any manner of trusts created in accordance with law, and may fulfil and execute such legal trusts with regard to the same upon such terms as to remuneration and otherwise as is agreed on, or as the Court may fix where no agreement is made, and generally may act as agents or attorneys for the transaction of business and the management of, or winding up of estates, the collection of rents, interests, dividends, mortgages, bonds, bills, notes and other securities, the winding up or management of bankrupt estates, and also may act as agents for the purpose of issuing or countersigning the certificates of stocks, bonds and other obligations of any corporation, association or municipality, and may receive and manage any sinking fund therefor on such terms as are agreed upon.

3. The Company is hereby empowered to accept and execute the offices of executor or administrator whether simple or limited, or trustee under any will, deed or instrument, or receiver or assignee, or liquidator, or trustee of any insolvent estate, or guardian of the person or estate of any minor, or person or committee of the person or estate of any lunatic, and in case the Governor in Council shall approve of the Company being accepted by the Supreme Court of Newfoundland as a Trust Company the said Court or any Judge thereof or any other Court or Judge in this Colony having jurisdiction and authority in that behalf, may appoint the Company (with its consent) as the executor, administrator, or trustee under any will, deed or instrument or otherwise, or receiver, or assignee, or liquidator, or trustee of any insolvent estate, or guardian of the person or estate of any minor, or person or committee of the person or of the estate of any lunatic, in all cases where under the laws of this Colony, such Court or Judge could lawfully appoint any natural person as such executor, administrator, trustee, receiver, assignee, liquidator, trustee in insolvency, guardian or committee, and all proper, legal, usual and customary charges, costs and expenses, shall be allowed to the Company for the care and arrangement of the estates, persons, trusts, matters or things so committed to it.

4. Notwithstanding any rule of practice or any provision of any act to the contrary, it shall not be necessary for the Company to give any security other than its own bond, or to take any oath or affirmation to enable it to accept any of the appointments, trusts, or offices hereinbefore referred to, unless in any case the Court or Judge making the appoint-

ment shall otherwise order. In the event of the Court or Judge ordering affidavits in any matter, such affidavits may be taken by the local manager or secretary, or by any member of the Newfoundland Board, and the affidavit of any such person shall be binding upon the Company.

5. If and whilst the Company shall be approved by the Governor in Council as aforesaid and shall be carrying on business in Newfoundland under the authority of this Act, the Supreme Court may whenever it deems it necessary, appoint a suitable person or suitable persons to investigate the affairs and management of the Company, and regarding the security afforded to those by or for whom its engagements are held; and the expenses of such investigation shall be paid by the Company; and such person or persons shall report thereon to the said Supreme Court; and the said Supreme Court may if deemed necessary examine the officers or directors of the Company upon oath or affirmation touching the affairs and management of the Company and the security afforded as aforesaid; and whilst the Company shall be carrying on business in Newfoundland it shall be competent for His Excellency the Governor from time to time as he shall deem it expedient to appoint a suitable person or persons to examine the affairs and management of, and the security afforded by the Company as aforesaid, and to report to him thereupon; and the expense of such investigation shall be paid by the Company.

6. The Governor in Council may revoke the approval given under this Act; and no Court or Judge after notice of such revocation, shall appoint the Company to be administrator, trustee, assignee, trustee in insolvency, receiver, liquidator, trustee for the benefit of creditors, guardian or committee, unless the Company shall give the like security for the due performance of its duty as would be required from a natural person.

7. The Company is hereby authorized to act as assignee, or trustee for the benefit of creditors under any act of the Legislature of this Colony or under any deed of trust or assignment, and to receive and take the ordinary fees and charges as compensation therefor; but nothing herein contained shall be taken to appoint the Company as official assignee.

8. The Company may be appointed sole trustee notwithstanding that but for this Act it would be necessary to appoint more than one trustee; and it may also be appointed trustee jointly with any other person or persons. Such appointment may be made:—

(a) Whether the trustee is required under the provisions of the "Trustee Act, 1898" and for the purposes of the said Act,

the appointment of or tenure of office by the Company as a trustee shall be equivalent to the appointment of or tenure of office by two ordinary trustees; or,

- (b) Whether the trustee is required under the provisions of any will, deed or other instrument creating the trust, and whether or not such will, deed or other instrument shall require two or more trustees; save and excepting when such will, deed or other instrument shall express or imply that it requires any other trustee or trustees to act with a trust Company.

For the purpose of this section the words "trustee" and "trustees" shall be held to include and extend to the offices mentioned in sections 2, 3, and 7 of this Act.

9. The liability of the Company to all persons interested in real or personal property held by the Company as executor, administrator, trustee, receiver, assignee, liquidator, trustee in insolvency, guardian or committee as aforesaid, shall be the same as if such property had been held by any private person in the like capacity, and its powers shall be the same.

10. (1) The moneys and securities of each trust shall always be kept distinct from those of the Company and in separate accounts, and so marked in the books of the Company for each particular trust as always to be distinguished from any other in the registers and other books of accounts kept by the Company, so that at no time shall trust moneys form part of or be mixed with the general assets of the Company; provided always that in the management of money and property held by the Company as trustees under the powers conferred by this Act, the Company may, unless the authority making the appointment otherwise directs, invest the same in a general fund of the Company, and provided also that the total amount of money of any one trust invested in the said general trust fund shall not at any time exceed two thousand dollars.

- (2) Moneys, properties and securities received or held by the Company upon trust or as agent of any person or corporation shall not be liable for the debts or obligations of the Company.

- (3) All trust moneys received by the Company in Newfoundland

under the authority of this Act and requiring to be invested shall be invested according to the provisions of the deed, will or other instrument creating the trust under and in respect of which the Company shall be acting, or in the absence of any such provisions according to the laws of Newfoundland regulating investments of such trust moneys.

11. The Company may also guarantee the repayment of the principal or the payment of the interest, or both, of any moneys held by the Company for investment under any of the trusts authorized by this Act, and on such terms as are agreed upon.

12. The Company may construct or lease, and may maintain and operate, suitable buildings and structures for the reception and storage of personal property of every kind and nature, and may act as agents, consignees and bailees thereof, and may take all kinds of personal property for deposit and safe-keeping on such terms as may be agreed upon.

13. The Company may hold such real estate as is necessary for the transaction of their business, and further, any real estate which being mortgaged to them, is acquired by them for the protection of their investments, and may from time to time, mortgage, sell, lease or otherwise dispose of the same.

14. The directors of the Company may from time to time by by-law appoint a committee to be called the "Newfoundland Board" to consist of not more than seven persons and may delegate to the said board any and such of the powers of the directors as the said directors may deem expedient.

15. The chief agency of the Company for the Colony shall be in the city of St. John's and shall be in charge of such officers as may be appointed by the Company from time to time, and for all purposes in respect to business transacted by the Company in the Colony shall be the head office of the Company. The location of the said office shall at all times be indicated by a sufficient sign painted or affixed in such a place and manner as to be conspicuous to the public.

16. The said Company shall prepare and annually transmit to the Registrar of Companies a statement in duplicate verified on oath by the president, manager or secretary, setting forth the capital stock of the Company, the portion thereof paid up, the assets and liabilities of the Company and such other details as the Registrar may require; and the said statement shall be made up to the thirty-first day of December of each year.

3 GEORGE V., CAP. 8.

An Act to Confirm an Agreement with the Orr Newfoundland Company, Limited.

[PASSED APRIL 16, 1913.]

SECTION

1.—Confirmation of agreement between Government of Newfoundland and the Orr Newfoundland Company, Limited.

SECTION

2.—Duty on certain machinery and materials to be remitted.

3.—Duty on certain materials and articles to be remitted.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Walter Edward Davidson, Esquire, C.M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, on behalf of the Government of the one part, and the Orr Newfoundland Company, Limited, hereinafter called the lessees of the other part, dated the thirty-first day of March, A.D. 1913, and forming Schedule A to this Act, and hereinafter called the Agreement, is hereby approved and confirmed subject to the proviso hereinafter contained, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them respectively, and all and singular the several acts, matters and things therein provided to be done or performed by, or on the part of, the parties respectively are hereby declared to be proper and lawful; and, in so far as not by this Act expressly provided for, the parties, and each of them, shall have full power and authority to do and perform, or refuse to do or perform, all and singular the several acts, matters or things in and by the said agreement provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated and provided by the said Agreement. Provided that the word commodities in clause 5 of the Agreement shall be construed not to include any commodity other than products of the sea.

2. During the term of said Agreement, all plant, machinery, implements, apparatus and material necessary for the construction and original installation of the said reduction plants and the extension of same, (but not in substitution for old) shall be admitted free of duty.

3. During the term of said Agreement, the following articles when imported by the lessees for use by them in connection with the works and business contemplated by the said Agreement, but not for sale, shall, upon such certificates as may be required by the Minister of Finance and Customs, be admitted into the Colony free of duty, that is to say:—

- (1) Mineral and lubricating oils.
- (2) Alcohol, acids, and perfumes.
- (3) Packages in which fertilizer and glue are to be exported, when the material for such packages cannot be obtained in the Colony.
- (4) Gasolene and other engines and fittings for motor-boats.
- (5) Tin metal for cans and solder.
- (6) Gasolene.

SCHEDULE A.

This Agreement made and entered into at St. John's, in the Island of Newfoundland, this thirty-first day of March, Anno Domini, One thousand nine hundred and thirteen, between His Excellency Walter Edward Davidson, Esquire, C.M.G., Governor of the Island of Newfoundland and its Dependencies in Council (hereinafter called "The Government") of the one part, and The Orr Newfoundland Company, Limited, (hereinafter called "The Lessees") of the other part.

Whereas the Lessees are desirous of erecting in Newfoundland reduction plants for the manufacture of guano, fertilizer, glue and other like products;

And whereas the government is desirous of encouraging and assisting the establishment of the said business, it is therefore hereby agreed between the said parties as follows:

1. The Lessees agree to erect at their own expense in Newfoundland within five years from the first day of January, 1913, five reduction plants for the manufacture of fish products. One of said plants shall be erected, completed and put in operation during each year of the term of five years, and the first of said plants shall be fully equipped and in operation not later than the first day of May, 1913. The Lessees agree to

maintain the said reduction plants in continuous operation, to their full capacity from the date of their completion until the 31st day of December, 1918, and shall manufacture during the first year of operation not less than two thousand tons of fish offal and material.

2. The Lessees shall not use in the said manufacture any caplin, herring, squid or other bait fishes, nor shall they export, from material collected or manufactured, anything which could be used as bait.

3. The Lessees agree, during the continuation of this Agreement, to manufacture dogfish into fertilizer or other products.

4. The Lessees agree to employ Newfoundland labour in the conduct of and in connection with the different reduction plants established under this Agreement, with the exception of such skilled labour as shall not be obtainable in Newfoundland.

5. The Government agrees to grant to the Lessees for five years from the first day of January, 1913, the exclusive right (a) to manufacture in the Colony of Newfoundland the aforesaid fertilizer and glue from dogfish; and (b), to manufacture fertilizer and glue from other commodities, reserving, however, the rights of any person or persons or company, or his or their assigns, at present engaged or about to engage in the said business on his or their own account, or under contract with the Government of Newfoundland, or any person or persons or company at present in negotiation with the Government of Newfoundland for the carrying on of the said business.

6. During the term of this Agreement all plant, machinery, implements, apparatus and material necessary for the construction and original installation of the said reduction plants, and the extension of same, but not in substitution for old, shall be admitted free of duty.

7. During the term of this Agreement the following articles, when imported by the Lessees for use by them in connection with the works and business contemplated by this Agreement, but not for sale, shall, upon such certificates as may be required by the Minister of Finance and Customs, be admitted into the Colony free of duty, that is to say,—

(1) Mineral and lubricating Oils.

(2) Alcohol, acids and perfumes.

(3) Packages in which fertilizer and glue are to be exported when the material for such packages cannot be obtained in the Colony.

(4) Gasolene and other engines and fittings for motor boats.

(5) Tin metal for cans and solder.

(6) Gasolene.

8. In the event of the Lessees failing at any time during the said term of five years from the first day of January, 1913, to maintain and continuously operate the said reduction plants to be erected under this Agreement, as hereinbefore provided, or any of them, in a *bona fide* and business like manner, this Agreement shall immediately upon such failure, cease, determine, and become void.

9. This Agreement is subject to approval and confirmation by the Legislature.

In witness whereof His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and George A. Moulton, Junior, being thereunto lawfully authorized, has signed these presents on behalf of the Company.

By His Excellency's Command,

(Signed),

R. WATSON,

Colonial Secretary.

THE ORR NFLD. CO., LTD.,

By their Attorney,

(Signed),

G. A. MOULTON, JR.

Witness—

(Sgd.) CHAS. H. HUTCHINGS.

3. GEORGE V., CAP. 9.

An Act to Confirm an Agreement with the Intercolonial Development Company, Limited.

[PASSED APRIL 16, 1913.]

SECTION

1.—Confirmation of Agreement between Government and Intercolonial Development Company.

SECTION

2.—Remission of duties on certain articles. Schedule. Agreement.

Be it enacted by the Governor, the Legislative Council, and the House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Walter Edward Davidson, Esq., C.M.G., Governor of Newfoundland and its Dependencies, of the one part, and the Inter-Colonial Development Company of Montreal, (hereinafter called “The Company”), of the other part, dated the fifth day of April, 1913, and forming the Schedule hereto, is hereby approved and confirmed, and every clause, matter and thing, contained therein is hereby declared valid and binding upon the parties thereto respectively, and every condition, provision and agreement in the said Agreement is hereby declared to be proper and lawful to be done by the said parties respectively.

2. For a period of twenty-five years from the first day of May next, all machinery which cannot be made in the Colony and all sacks and sacking which may be required the Company for use in connection with its operations, shall be admitted into the Colony free of duty.

SCHEDULE.

This Agreement made and entered into at St. John’s, Newfoundland, this 5th day of April, Anno Domini, one thousand nine hundred and thirteen, between His Excellency Walter Edward Davidson, Esquire, C.M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, (hereinafter called “the Government”), of the one part, and the Intercolonial Development Company, Limited, a Company incorporated under the laws of Canada, (hereinafter

W. E. DAVIDSON,
Governor.
[L. S.]

called "the Company") of the other part, witnesseth as follows:—

1. The Government agrees to grant to the Company for twenty-five years from the first day of May next, the exclusive right:—

(1) To enter upon any Crown lands situated inland within one hundred yards from high-water mark along the Beach at the back-side of Trepassey, the Bar Beach at Trepassey which is situate between the back-side of Trepassey and Cape Mutton, Portugal Cove Beach in Trepassey Bay, and Holyrood Beach in St. Mary's Bay, for the purpose of searching for pebbles and beach stones; and

(2) To take, carry away, and dispose of to its own use all pebbles and beach stones which may be found on the said Crown lands.

2. The Company agrees to expend during the said term in actual labor in the Colony in searching for, collecting, packing and shipping pebbles and beach stones under this Agreement, the following sums:

(1) During the first ten years, not less than ten thousand dollars per annum;

(2) During the next ten years, not less than twenty thousand dollars per annum; and

(3) During the last five years, not less than twenty-five thousand dollars per annum.

3. Should the Company fail in any year to make the expenditure provided by the preceding section, all rights of the Company under this Agreement shall immediately, upon such failure, be forfeited, and this Agreement shall cease, determine and become void.

4. During the term of this Agreement all machinery which cannot be made in the Colony, and all sacks and sacking imported by the Company for use in connection with its operations under this Agreement, shall be admitted free of duty.

5. The Governor in Council shall have power to make regulations for the protection of public and private rights and property, by preventing pebbles or beach stones from being taken under this Agreement, in such

quantities, or from such places, as will result in damage to public or private rights or interests. Such regulations, when published in the *Royal Gazette*, shall have the force and effect of law.

6. Nothing in this Agreement contained shall prejudice any rights possessed by the people of the Colony to take from the area covered by this Agreement during the term hereby granted, pebbles or beach stones for ballast, paving or other use in the Colony.

7. This Agreement is subject to approval and confirmation by the Legislature.

In witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereunto, and Henry A. Winter, being thereunto lawfully authorized, has signed these presents on behalf of the Company.

By His Excellency's Command,

R. WATSON,
Colonial Secretary.

THE INTERCOLONIAL DEVELOPMENT
COMPANY, LTD.,

By its Attorney,

HENRY A. WINTER.

Witness:—

CHARLES H. HUTCHINGS.

3 GEORGE V., CAP. 10

An Act to Amend 60 Vic. Cap. XVIII, entitled "An Act to Incorporate the Roman Catholic Bishop of St. John's"

[PASSED APRIL 16, 1913.]

SECTION

- 1.—Incorporation of R. C. Episcopal Corporation of St. John's.
- 2.—Respecting vacancy in or absence from Archdiocese.
- 3.—Powers of corporation.
- 4.—Persons holding property in trust may convey to corporation.

SECTION

- 5.—All property now held by Church vested in corporation.
- 6.—Leases and conveyances to be under corporate seal.
- 7.—Power of Corporation to borrow money.
- 8.—Repealing Section.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Most Reverend Michael Francis Howley, D.D., and his successors, being the Roman Catholic Archbishops from time to time of the Archdiocese of St. John's, in this Colony, and being natural born or naturalized subjects of His Majesty, shall be a body corporate by the name of the Roman Catholic Episcopal Corporation of St. John's for the purpose of holding lands and property, personal or otherwise.

2. In the event of the Archbishop of St. John's, for the time being, through absence or from any other cause, being incapacitated from performing his duty within the Archdiocese, or during the interval between the death of one Archbishop and the appointment of his successor, then the clergyman administering the affairs of the Archdiocese, being a natural born or naturalized subject of His Majesty, shall be the Corporation for the time being, and shall exercise the powers conferred by this Act.

3. The Corporation shall have perpetual succession and a corporate seal, with power to alter the same, and by the name of the Roman Catholic Episcopal Corporation of St. John's, shall be capable in law of suing and being sued, pleading and being impleaded in all Courts and places whatsoever, and shall have power to take and to hold lands, and all other property whatsoever for ecclesiastical, charitable and educational purposes and uses of the Roman Catholic Church, and to lease, sell, convey and dispose of the same.

4. Persons now or hereafter holding land or property, in trust or otherwise, for the benefit of the Roman Catholic Church or institutions in connection with the said Archdiocese, may, from time to time, convey the same to the Roman Catholic Episcopal Corporation of St. John's, to be held by such Corporation for the same uses and trusts.

5. All land and property, personal or otherwise, which is now legally held or used as the property of the Roman Catholic Church, and of the religious or educational institutions connected therewith, shall henceforth be, and the same are hereby vested in the said Roman Catholic Episcopal Corporation of St. John's, to have and to hold the same to the said Corporation for charitable, ecclesiastical and educational uses of the Roman Catholic Church; provided however, that the said Corporation shall hold the said land and property for the same uses and trust to which the same are now subject; but the funds or property belonging to or held in trust for one district or parish shall not be expended for the benefit of any other district or parish, saving and excepting all just rights of third parties.

6. Every lease, sale, conveyance or other disposition of such land, or any part thereof, by the said Corporation, shall be under its corporate seal and signed by the Archbishop and one clergyman within the Archdiocese.

7. The Corporation shall have power to borrow money for the purpose of the said Archdiocese of St. John's, provided the sum borrowed does not exceed two-thirds of the value of its corporate property, and to issue debentures or bonds for the amount borrowed, the interest on which shall be paid semi-annually. The loan or loans thus effected shall be a charge upon the land or property of the Corporation.

8. The Act 60 Vic., Cap. 18, entitled "An Act to Incorporate the Roman Catholic Bishop of St. John's," is hereby repealed but nothing herein contained shall be construed to prejudice or affect anything hitherto lawfully done, under and by virtue of the provisions of the Act hereby repealed.

3. GEORGE V., CAP. 11.

An Act to Amend 60 Vic., Cap. XIX., entitled "An Act to Incorporate the Roman Catholic Bishop of Harbor Grace."

[PASSED APRIL 16, 1913.]

SECTION

- 1.—Incorporation of R. C. Episcopal Corporation of Hr. Grace.
- 2.—Respecting vacancy in or absence from Diocese.
- 3.—Holders of trust property may convey to corporation.
- 4.—Powers of corporation.

SECTION

- 5.—All property now held or used for Church vested in Corporation.
- 6.—Conveyances and leases to be under corporate seal.
- 7.—Power of corporation to borrow money.
- 8.—Repealing section.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Right Reverend John March, D.D., and his successors, being the Roman Catholic Bishops from time to time of the Diocese of Harbor Grace, in this Colony, and being natural born or naturalized subjects of His Majesty, shall be a body corporate by the name of the Roman Catholic Episcopal Corporation of Harbor Grace, for the purpose of holding lands and property, personal or otherwise.

2. In the event of the Bishop of Harbor Grace, for the time being, through absence or from any other cause, being incapacitated from performing his duty within the Diocese, or during the interval between the death of one Bishop and the appointment of his successor, then the clergyman administering the affairs of the Diocese, being a natural born or naturalized citizen of His Majesty, shall be the Corporation for the time being, and shall exercise the powers conferred by this Act.

3. The Corporation shall have perpetual succession and a corporate seal, with power to alter the same, and by the name of the Roman Catholic Episcopal Corporation of Harbor Grace shall be capable in law of suing and being sued, pleading and being impleaded in all Courts and places whatsoever, and shall have power to take and to hold lands, and all other property whatsoever for ecclesiastical, charitable and educational purposes and uses of the Roman Catholic Church, and to lease, sell, convey and dispose of the same.

4. Persons now or hereafter holding land or property in trust or

otherwise for the benefit of the Roman Catholic Church, or institutions in connection with the said Diocese, may, from time to time, convey the same to the Roman Catholic Episcopal Corporation of Harbor Grace, to be held by such Corporation for the same uses and trusts.

5. All land and property, personal or otherwise, which is now legally held or used as the property of the Roman Catholic Church, and of the religious or educational institutions connected therewith, shall henceforth be, and the same are hereby vested in the said Roman Catholic Episcopal Corporation of Harbor Grace, to have and to hold the same to the said Corporation for charitable, ecclesiastical and educational uses of the Roman Catholic Church; provided, however, that the said Corporation shall hold the said land and property for the same uses and trusts to which the same are now subject; but the funds or property belonging to or held in trust for one district or parish shall not be expended for the benefit of any other district or parish, saving and excepting all just rights of third parties.

6. Every lease, sale, conveyance or other disposition of such land, or any part thereof, by the said Corporation, shall be under its corporate seal and signed by the Bishop and one clergyman within the Diocese.

7. The Corporation shall have power to borrow money for the purpose of the said Diocese of Harbor Grace, provided the sum borrowed does not exceed two-thirds of the value of its corporate property, and to issue debentures or bonds for the amount borrowed, the interest on which shall be paid semi-annually. The loan or loans thus effected shall be a charge upon the land or property of the Corporation.

8. The Act 60 Vic., cap. 19, entitled "An Act to Incorporate the Roman Catholic Bishop of Harbor Grace," is hereby repealed, but nothing herein contained shall be construed to prejudice or affect anything hitherto lawfully done under and by virtue of the provisions of the Act hereby repealed.

3. GEORGE V., CAP. 12.

An Act to Amend 60 Vic., Cap. XX., entitled "An Act to Incorporate the Roman Catholic Bishop of St. George's.

[PASSED APRIL 16, 1913.]

SECTION

- 1.—Incorporation of R C. Episcopal Corporation of St. George's.
- 2.—Respecting absence from or vacancy in Diocese.
- 3.—Powers of corporation.
- 4.—Persons holding in trust may convey to corporation.

SECTION

- 5.—All property now held by church vested in corporation.
- 6.—All conveyances and leases to be under corporate seal.
- 7.—Power to borrow money.
- 8.—Repealing section.

Be it enacted by the Governor, the Legislative Council and the House of Assembly, in Legislative Session convened, as follows:—

1. The Right Reverend Michael F. Power, D.D., and his successors, being the Roman Catholic Bishops from time to time of the Diocese of St. George's, in this Colony, and being natural born or naturalized subjects of His Majesty, shall be a body corporate by the name of the Roman Catholic Episcopal Corporation of St. George's, for the purpose of holding lands and property, personal or otherwise.

2. In the event of the Bishop of St. George's for the time being, through absence or from any other cause, being incapacitated from performing his duty within the Diocese, or during the interval between the death of one Bishop and the appointment of his successor, then the clergyman administering the affairs of the Diocese, being a natural born or naturalized subject of His Majesty, shall be the Corporation for the time being, and shall exercise the powers conferred by this Act.

3. The Corporation shall have perpetual succession and a corporate seal, with power to alter the same, and by the name of the Roman Catholic Episcopal Corporation of St. George's shall be capable in law of suing and being sued, pleading and being impleaded in all Courts and places whatsoever, and shall have power to take and to hold lands, and all other property whatsoever for ecclesiastical, charitable and educational purposes and uses of the Roman Catholic Church, and to lease, sell, convey and dispose of the same.

4. Persons now or hereafter holding land or property, in trust or

otherwise, for the benefit of the Roman Catholic Church or institutions in connection with the said Diocese, may, from time to time, convey the same to the Roman Catholic Episcopal Corporation of St. George's, to be held by such Corporation for the same uses and trusts.

5. All land and property, personal or otherwise, which is now legally held or used as the property of the Roman Catholic Church, and of the religious or educational institutions connected therewith, shall henceforth be, and the same are hereby vested in the said Roman Catholic Episcopal Corporation of St. George's, to have and to hold the same to the said Corporation for charitable, ecclesiastical and educational uses of the Roman Catholic Church; provided, however, that the said Corporation shall hold the said land and property for the same uses and trusts to which the same are now subject; but the funds or property belonging to or held in trust for one district or parish shall not be expended for the benefit of any other district or parish, saving and excepting all just rights of third parties.

6. Every lease, sale, conveyance or other disposition of such land, or any part thereof, by the said Corporation, shall be under its corporate seal, and signed by the Bishop and one clergyman within the Diocese.

7. The Corporation shall have power to borrow money for the purpose of the said Diocese of St. George's, provided the sum borrowed does not exceed two-thirds of the value of its corporate property, and to issue debentures or bonds for the amount borrowed, the interest on which shall be paid semi-annually. The loan or loans thus effected shall be a charge upon the land or property of the Corporation.

8. The Act 60 Vic., cap. 20, entitled "An Act to Incorporate the Roman Catholic Bishop of St. George's," is hereby repealed, but nothing herein contained shall be construed to prejudice or affect anything hitherto lawfully done under and by virtue of the provisions of the Act hereby repealed.

3. GEORGE V., CAP. 13.

An Act Respecting the Extention of the Railway System of the Colony.

[PASSED APRIL 16, 1913.]

SECTION.

- 1.—Government may make agreement with Reid Nfld. Co.
- 2.—Operation of branch.
- 3.—Application of 10 Ed. VII., c. 12.

SECTION

- 4.—Power to enter and appropriate lands in certain cases.
- 5.—Declaratory section.
- 6.—Respecting compensation.

Whereas by a contract entered into between Sir Ralph Champneys Williams, Governor of the Island of Newfoundland, and the Reid Newfoundland Company, on the seventh day of December, 1909, and approved and confirmed by the Act 10 Edward VII., Cap. 12, the Reid Newfoundland Company undertook and agreed, amongst other things, to build a Branch line of railway from a point near Broad Cove on the Newfoundland Railway, and extending to Heart's Content and Grate's Cove, upon the terms and conditions in the said contract contained;

And whereas it is desirable that in lieu of the said Branch line of railway there shall be constructed and equipped a Branch line of railway from the point aforesaid, near Broad Cove, to Heart's Content, and a Branch line of railway from Carbonear extending along the North shore of Conception Bay to Grate's Cove;

And whereas it is desirable that the said Branch lines of railway when constructed shall be operated by the Reid Newfoundland Company, under the provisions, terms and conditions of the contract forming Schedule B to the said Act 10 Edward VII., Cap. 12.

Be it therefore enacted by the Governor, the Legislative Council, and House of Assembly, in Legislative Session convened, as follows:—

1. It shall be lawful for the Governor in Council to enter into an agreement with the Reid Newfoundland Company whereby the said Company shall, in lieu of the Branch line of railway from the point near Broad Cove, on the Newfoundland Railway, and extending to Heart's Content and Grate's Cove, undertake and agree to construct and equip a Branch line of railway from the said point near Broad Cove to Heart's Content, and a Branch line of railway from Carbonear, extending along the North

shore of Conception Bay to Grate's Cove, upon the terms and conditions of the contract forming Schedule A to the Act. 10 Edward VII., Cap. 12.

2. The said Branch lines of railway, when constructed, shall be operated by the Reid Newfoundland Company in all respects under the provisions, terms and conditions of the contract forming Schedule B to the said Act 10 Edward VII., Cap. 12.

3. All the clauses and provisions of the said Act 10 Edward VII., Cap. 12, and of the schedules thereto, shall apply in all respects to the substituted Branch lines of railway herein provided, when the Governor in Council has completed the agreement for their construction, as fully and as completely as if such substituted lines of railway were comprised in the original contract, approved and confirmed by the said Act 10 Edward VII., Cap. 12.

4. Whereas under the contract approved and confirmed by the said Act, the Governor in Council agreed to provide for the Contractor, as the same might be required, lands for the right of way, for station grounds and other purposes; and by the said Act, authority is given the Contractor to enter and take possession of lands for the right of way; and it is necessary that the Contractor should likewise be given the right to enter upon and take possession of lands for station grounds and other purposes hereinafter mentioned:

It is hereby enacted that the Reid Newfoundland Company, with the sanction of the Governor in Council, may enter upon, assume possession of, and appropriate for the purposes of all or any of the railways provided to be constructed under the provisions of the contract approved and confirmed by the said Act 10 Edward VII., Cap. 12, any lands belonging to any persons or corporations that may be necessary for the opening or improvement of the said railways, or for the erection of any buildings requisite for maintenance and operating the same, and may enter upon and remove therefrom any houses or buildings or other obstructions which may be upon such lands.

5. Any entry made by the Reid Newfoundland Company upon the lands of any person for the purposes mentioned in the preceding section prior to the passing of this Act, is hereby declared to be lawful and not wrongful, and to have been made under the authority hereof.

6. Compensation to persons whose interest in any lands may be affected under the provisions of this Act shall be ascertained, determined

and paid, in like manner in all respects as is provided by the said Act 10 Edward VII., Cap. 12, in respect of lands taken or affected for or by the right of way.

3. GEORGE V., CAP. 14.

An Act Respecting the Construction of a Railway through Labrador.

[PASSED APRIL 16, 1913.]

SECTION

- 1.—Power of company to construct railway.
- 2.—Power to enter lands.
- 3.—Government to grant lands for certain purposes.
- 4.—Power to expropriate lands—and respecting grant of harbor privileges.
- 5.—Arbitration section.
- 6.—Appointment of arbitrator in case of death or otherwise.
- 7.—Respecting arbitrator for person resident abroad.
- 8.—Power of company as to wharves and docks.
- 9.—Respecting lands to be granted by Government.

SECTION

- 10.—Power to take gravel and earth from Crown Lands.
- 11.—Exemption from duties of certain materials.
- 12.—Exemption from taxation.
- 13.—Power to own and run steamships.
- 14.—Exemption from duties of freight and luggage in transit.
- 15.—Company shall build Branch line. Arbitration as to Branch line.
- 16.—Respecting Bonne Bay railway.
- 17.—Respecting map or plan.
- 18.—Determination of rights granted in certain events.

Whereas the Canadian North Atlantic Corporation, Limited, through their Attorneys, John Forster and Thomas Skinner, have made a proposition to the Government of Newfoundland for the construction of a railway from Quebec City, in Canada, to a point at or near Cape Charles, on the coast of Labrador, and have requested the Legislature to grant them certain powers and to make them certain concessions for the purpose of the said railway.

And whereas it is desirable that the said powers should be granted and the said concessions made, subject to the conditions and provisions as hereinafter set forth.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Canadian North Atlantic Corporation, Limited, (hereinafter called "The Company"), may lay out, construct and operate a railway of such gauge as may be approved, from a point to be selected by the Company upon the Eastern boundary of Canadian Labrador, through Newfoundland Labrador, to a point upon the coast of Labrador to be hereafter selected by the Company.

2. The Company may enter into and upon any Crown lands, or into or upon the lands of any person or corporation whatsoever, lying in the intended route or line of the railway, without previous license there-

for; and may make surveys, examinations or other arrangements on said lands necessary for fixing the site of the railway, and set out and ascertain such parts of the lands as may be required for the railway.

3. The Government shall grant to the Company, free of charge, from the unoccupied Crown lands of the Colony, land for the railway to the extent of one hundred feet on each side from the centre of the railway tracks along the whole course of the railway in Newfoundland territory, and in addition a grant from the said Crown lands of the Colony of all such further freehold land and lands covered with water as the Company may from time to time reasonably require for terminals, docks, wharves, town sites, and other purposes connected with the undertaking in Newfoundland territory: provided, however, that the lands to be granted under this section are not to become the fee-simple property of the Company until such time as it has commenced construction on the railway and terminal works in Newfoundland territory, and shall have expended thereon the sum of five hundred thousand dollars, which construction is to be commenced within four years from the date hereof, and to be completed within six years from the expiration of such period of four years.

4. Whenever the said railway line shall run through private property, the Company may enter, take possession of, and hold such lands as may be necessary for said railway to the extent and for the purposes aforesaid, and upon the lands aforesaid the Company may construct its said railway; Provided that where the said line runs through private property, the Company shall, before entry and appropriation, give notice to the owner of the situation, extent and dimensions of the lands so to be taken and appropriated, and shall at the same time tender an amount considered by the Company sufficient to indemnify such owner. If such tender be accepted, the Company may proceed to take and appropriate the said land, but if the tender be declined, the Company may proceed to arbitration in the manner hereinafter provided, and may then take and appropriate the said land and proceed to construct the said railway thereon.

The Government may also grant to the Company such water lots and harbour privileges as in the opinion of the Governor in Council may be necessary for the purposes of their business, the payment for the same to be settled by arbitration between the Government and the Company, and where private property may be required by the Company for the purposes of shipping and steamship business in connection with their said railway, the same may be taken by them; and the provisions herein contained, for the ascertainment by arbitration of the damage caused to the parties whose

rights shall have been affected by land taken by the said line of railway, shall apply equally to waterside lands and premises taken as aforesaid.

5. For the purpose of ascertaining the damage that may be occasioned to any person whose interest in any land and tenements, or whose business may be in any way affected under the provisions hereof, the Company shall appoint one arbitrator, the party interested shall appoint another, and the Supreme Court of this Island, or a Judge thereof, a third arbitrator, to determine the amount of compensation to be paid to such person, and the award in writing of any two of the said arbitrators shall be final and binding; and in case such person shall neglect or refuse to appoint an arbitrator within thirty days after notice in writing so to do, and in case such person shall be resident outside the Colony within ninety days, from the other two arbitrators, the said Court or Judge shall, upon the application of the Company, appoint an arbitrator for such party, and the award of any two such arbitrators shall be final and binding; and the said arbitrators shall be sworn before a Stipendiary Magistrate to do justice between the parties, and may summon and require the attendance before them of all parties interested in the property to be appraised, or in the damages to be ascertained by them, the agents of such parties respectively, and also all necessary witnesses, and require the production of all deeds and papers or other evidence to establish the interest, possessory or otherwise, of any party claiming compensation as aforesaid; and may examine upon oath, to be administered by any one of the arbitrators, all such parties, or their agents, and all witnesses, touching the matters to be enquired into by such arbitrators. Upon the making of such award, the Company shall forthwith pay to the party in whose favor the same shall be made, the sum therein stated as the amount of compensation due to such party. In all cases the arbitrators shall hold their meetings at some place within the Colony.

6. In the event of the death, absence from Newfoundland, disqualification or refusal to act, of any of the persons so named or appointed as arbitrators, or of his being withdrawn or declining to proceed, his place shall be filled in like manner, and the person named or appointed instead of the arbitrator so dying, absent or disqualified, being withdrawn or declining to proceed, shall have and exercise all and the like powers and authority as are herein provided in regard to the arbitrators first named, and so on as often as required, until the award is made and the reference closed.

7. If the party or parties interested be unknown or being resident abroad, or absent from the Colony, or from that part of Labrador

which is a dependency of Newfoundland, have no known agent therein, or be under any legal disability, or reside in a locality beyond the reach of ordinary and speedy communication, then, upon application to a Judge of the Supreme Court, accompanied by an affidavit of some officer of the Company, setting forth the facts, and by such other proof as may be deemed necessary, the Judge shall make such order for the appointment of an arbitrator to act on behalf of such party as he shall deem proper; and the Judge may make it a part of the order that special public notices shall be given in local or foreign newspapers, and may give directions as to the manner, time and number of such publications and, after the conditions so prescribed shall have been complied with, the Judge may appoint an arbitrator as aforesaid.

8. The Company may, for the purposes of its business, acquire and hold water lots, and may build, acquire, mortgage, and operate docks and elevators, and may collect wharfage and store charges for the use of its works and buildings.

9. The government shall grant to the Company or its assigns six thousand acres of ungranted Crown land in Newfoundland Labrador for every mile of railway constructed or to be constructed through the territory of Newfoundland Labrador, such land to be selected by the Company or its assigns in blocks of not more than five square miles each, and lying at least three miles from the sea coast. Provided that no two blocks so granted shall be granted adjacent to one another, but only alternate blocks shall be so granted.

10. Whenever stone, gravel, earth, sand, timber or water is required for the construction of the line of railway, or any part thereof, the Company when it satisfies the Governor in Council that such material cannot be obtained upon its right of way within a reasonable distance from the work for which the same is required, may enter into and upon waste and unoccupied Crown lands and take such materials therefrom as may be necessary for the use of the railway; and the Company may fell or remove any trees standing in any woods, lands or forests by or through which the railway passes, to the distance of six rods from either side thereof.

11. All construction material, machinery and equipment necessary for the purposes of the construction and establishment of the said railway, and the original equipment thereof, and for all docks, wharves, terminals or other incidental works of whatsoever kind in connection with the said railway and the equipment of such works (but not in substitution

for old equipment) shall, during the periods set forth in the third section, be admitted into Newfoundland and Labrador free of duty.

12. The said railway of the Company and all the property held by it in Newfoundland Labrador in connection with or for the purposes of the said railway shall be exempt from all government, municipal or local taxation for a period of fifty years from the passing hereof.

13. The Company may own, hire, run or otherwise arrange for or control steamships for carrying freight and passengers to and from any port with which their line of railway connects, to or from any port in the United Kingdom or elsewhere.

14. At all times during the active operation of the said railway and steamship lines, all goods, whether freight or express matter or passengers' luggage or effects coming into territory under jurisdiction of Newfoundland, shall be exempt from duty in any case where the same passes out of the territory within a reasonable period or is placed in bond for the purpose of being trans-shipped and again taken out of the said territory, and that such Customs regulations, as may from time to time be made by proper authority, shall have been complied with in respect of such goods.

15. The Company shall, upon the completion of the main line of railway hereinbefore provided for, construct a branch line from the said main line to a convenient point upon the coast of Labrador between Bradore Bay and Cape St. Charles, to be agreed upon between the Company and the Government, and shall establish a ferry service to connect the said point with some point on the coast of Newfoundland, between Bonne Bay and Cape Norman; or if preferred by the Newfoundland Government, shall connect Bonne Bay by ferry with the main terminus of the railway on the coast of Labrador. Should the Government and the Company agree to any point between Cape Norman and Bonne Bay, then the Company shall, at their own expense, build a branch railway connecting Bonne Bay with such point and shall operate the same as part of its general railway system. In the event of the Government and the Company failing to agree upon any matter in relation to such branch railway in Newfoundland, or said ferry such matter shall be decided by arbitration, each party appointing one arbitrator, and the Supreme Court of Newfoundland, or a Judge thereof, appointing, in the case of disagreement, an umpire.

16. The Newfoundland Government will complete its projected line of railway to Bonne Bay in sufficient time for its connection with the Company's system.

17. The Company shall furnish to the Government of Newfoundland, within two years from the passing hereof, a map or plan, signed by the general manager of the Company, and showing thereon, subject to such alteration as may hereafter be decided upon by the board of directors, the general line or route of the aforesaid main line of railway running through Newfoundland Labrador.

18. If the said Company does not commence the work of construction within four years from the date hereof, and shall not have completed the said railway within ten years from the date hereof, then in such case all the provisions herein contained shall cease and determine and all the lands granted hereunder shall revert to and revest in the Crown, and the Company shall not be entitled to any compensation for the same or for any matter arising out of or connected with the provisions herein contained, or the work of the Company or the said railway.

3 GEORGE V., CAP. 15.

An Act for the Encouragement of the Construction of Tramways at Bell Island.

[PASSED APRIL 16, 1913.]

SECTION

- 1.—Certain rights to construct tramways and in relation to other matters granted to the company for fifty years.
- 2.—Restriction of company's rights.
- 3.—Saving rights of existing companies.
- 4.—Saving rights of other persons or companies.
- 5.—Grant of certain lands to company.
- 6.—Respecting laying of tracks.
- 7.—Cars to have right of way.
- 8.—Power to take lands in certain cases.
- 9.—Respecting compensation.
- 10.—Respecting mail subsidy.
- 11.—Respecting annual allowance for wharf.
- 12.—Respecting management of wharf.
- 13.—Respecting guarantee upon companies' shares

SECTION

- 14.—Respecting the lighting of the town.
- 15.—Exemption of certain materials from duties.
- 16.—Exemption from taxes.
- 17.—Respecting rates for freight and passengers.
- 18.—Respecting rates for freight and passengers.
- 19.—Respecting the revision of rates for freight and passengers.
- 20.—Tramway to be open from April 1 to Dec. 31.
- 21.—Determination of rights in case of failure to complete inclined tramway.
- 22.—Determination of exclusive rights in certain cases.

Whereas the Bell Island Transportation Company Limited, hereinafter called "The Company," has been registered in Newfoundland as a Company with limited liability under "The Companies' Act, 1899," and the Acts in amendment thereof;

And whereas it is part of the objects of the Company, to construct and operate inclined and other power tramways at Bell Island, for the convenience of the people of Bell Island and the general public in the transportation of freight and passengers;

And whereas it is desirable that the Company be encouraged and assisted in establishing and operating said inclined and other power tramways;

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Company is hereby granted the exclusive right and franchise (except as hereinafter excepted) for the term of fifty years from the date hereof to construct, instal, and operate on Bell Island, inclined power or other tramways, elevators, skips, or other devices running from the wharf or wharves to be built by the Company at tidewater to the level of the top of the Island, being from 200 to 400 feet above sea level, and more

particularly the slope leading from the beach on south side of Island, and known as "The Beach Hill" to the top of the Island; (b) To construct, instal and operate electric or other power tramway, or tramways from the head of the said inclined power tramway or tramways or other device, and connected therewith and running throughout Bell Island, at such places as may be selected by the Company, which tramway or tramways may be built and operated over all or any of the public roads of Bell Island, which are now, or which may hereafter, be constructed; (c) All such rights, franchises, and privileges as may be necessary for the efficient and convenient attainment of the objects herein set forth, and in particular the right, but not the exclusive right, to lay tracks, erect poles and stretch wires between said poles upon all public lands or upon or along roads upon Bell Island now existing or hereafter to be constructed.

2. The Company shall not, however, have the right to cross on the level any of the tramways which are now or which shall be hereafter built or used by the Nova Scotia Steel and Coal Company, Limited, or the Dominion Iron and Steel Company, Limited, or the assignees of any mine of either of said Companies, but shall have the right to cross over or under said tramways, nor shall it in the building or operation of any of its said tramways have the right in any way to interfere with, obstruct or impede the said Nova Scotia Steel and Coal Company, Limited, the Dominion Iron and Steel Company, Limited, or the assignees of any mine of either of the said Companies, as aforesaid, in the legitimate use of the tramways of the said Companies, or their, or either of their assignees, which are now or which may hereafter be built or operated: Provided that if the Company shall cross under the track of either the Nova Scotia Steel and Coal Company, Limited or the Dominion Iron and Steel Company, Limited, or of the assignees of any mines of said Companies, as aforesaid, it shall take all proper measures to secure and support such track, and if it shall cross over either of said tracks it shall cross at such a height as to allow not less than twelve feet head room. In the event of any dispute arising as to the crossing by the Company of the tracks or either of the said Companies, or of the assignees of any mine of the said Companies, as aforesaid, or the crossing by said Companies or assignees of a mine, as aforesaid, of the tracks of the Company, the matter of such dispute shall be referred to the Government Engineer, whose decision therein shall be final.

3. Nothing in this Act shall be construed as limiting the right of the Nova Scotia Steel and Coal Company, Limited, or of the Dominion Iron and Steel Company, Limited, or of the assignees of a mine of either

of the said Companies, to operate all tramways of the said Companies now in existence, or to construct, instal or operate such other tramways as the said Companies or the assignees of either of them, as aforesaid, may in future construct, instal or operate, or as in any way limiting the right of the said Companies, or the assignees of either of them, to use any means of transportation by railways, tramways, electric haulage, rope haulage, surface or aerial, or otherwise, as may be necessary for the convenient transportation of ore or material, and any goods, wares and merchandise of whatever nature, being the property of, or entering into, or in anywise connected with the operations of the said Companies or the assignees of either of them, or that the said Companies or their assignees may elect to carry for themselves, their officials or workmen, or for any company or association owned or controlled by the said Companies, or their assigns, or any of them, or for the convenient transportation of their servants, officials, workmen or guests, either to or through the scene of any of their operations on Bell Island; provided that if the said Dominion Iron and Steel Company, Limited, or the said Nova Scotia Steel and Coal Company, Limited, or the assignees of any mine of either of the said Companies shall desire to cross the tramways of the Company with any tramway they shall hereafter construct, they shall not cross the same on the level, but shall cross either above or below said tramway, subject to a similar proviso as is provided in the foregoing section in respect of the Company.

4. Any person or company being the owner of a mine at Bell Island, or the assignee of such owner and operating such mine, shall have similar rights and be subject to similar obligations as to crossing the tracks of the Company and permitting the Company to cross their tracks as are provided in section 2 in respect of the Companies named in said section; and all such persons or companies, aforesaid, shall have the same rights of transportation for their ore, materials, goods, wares and merchandise and for their officials, servants, workmen and guests as are by section 3 of this Act secured to the companies named in the said section.

5. There shall be granted to the Company, in fee simple, if the title to said land shall be in the Crown, land beneath the sea to the southward of Bell Island, described as follows: Commencing at a point on crest of beach, or high water mark, said point being to the eastward of and eighty feet more or less distant from centre line of Beach Hill Brook, where it intersects high water mark, and 405 feet more or less from west side of Government wharf, where it intersects high water mark, thence running westerly along high water mark 240 feet more or less, thence southerly

700 feet more or less, easterly 240 feet more or less, northerly 700 feet more or less, under the waters of Conception Bay, to place of commencement, the aforesaid land having for its northern boundary high water mark, to extend southerly parallel to centre line of wharf to be built by Company, and in breadth 240 feet, more or less, or 120 feet more or less on either side of said central line.

6. The Company shall lay its tramway tracks on the roads of Bell Island in such manner so that there shall be road space on one side of all tracks in all cases and in all places of not less than eight feet, and if the Company desires to lay its track on any road which will not permit of such a road space of eight feet it shall, at its own expense and in a thorough and workmanlike manner, and before laying such track, increase the width of such road to the necessary extent.

7. The tram cars of the Company while in operation shall have the right of way over the tracks and roads over which the said tramways pass as against all other vehicles, and all other vehicles using the said roads, whether meeting or proceeding in the same direction as the tram cars, shall turn out of the said track of the said tramways and permit the said cars to pass, and shall in no case, under any pretence whatever, obstruct or hinder the passage of the said tram cars or the free use of the tracks by the said tram cars.

8. If the Company finds it necessary for the efficient construction, maintenance or operation of its work or for any purpose connected therewith, or for the widening of the roads, as aforesaid, to diverge from the street or public road, the Company may, with the sanction of the Governor in Council, enter upon, and assume possession of and appropriate for any of such purposes any lands belonging to any persons or corporations (save the Nova Scotia Steel and Coal Company, Limited, and the Dominion Iron and Steel Company, Limited, and the assignees of any mine of the said Companies). But nothing herein shall be construed as giving the Company any right to enter upon or to appropriate any lands acquired or to be acquired by the Nova Scotia Steel and Coal Company, Limited, or the Dominion Iron and Steel Company, Limited, or any assignee of any mine at Bell Island of either of the said Companies, which have been or shall be acquired by either of the said Companies, or any assignee of a mine at Bell Island of either of the said Companies in connection with the operations conducted by the said Companies, or either of them, or by any assignee, as aforesaid, at Bell Island.

9. For the purpose of ascertaining the damage that may be occus-

ioned to any person or corporation whose interest in any lands may be in any way affected under the preceding section, the Company shall appoint one arbitrator, the person or corporation interested in the said land another, and the two arbitrators so appointed shall appoint a third, and in the event of the person or corporation so interested in the land failing to appoint an arbitrator after seven clear days' notice so to do, then the Company may apply to the Supreme Court or a Judge thereof, who shall, after due notice to the said person or corporation interested in the land, appoint such arbitrator, and the arbitrators so appointed by the Company and the Court or Judge shall thereupon appoint a third arbitrator; and in the event of the last mentioned arbitrators failing to appoint a third arbitrator after seven days' notice from the Company so to do, the Supreme Court or a Judge thereof shall, on the application of the Company, appoint such third arbitrator; and the award of such arbitrators, or any two of them shall be final and binding between the parties.

10. There shall be paid to the Company annually out of the general revenues of the Colony for a period of twenty years, to date from the completion of the inclined tramways, the sum of One hundred dollars, in consideration of the Company delivering at the head of the said inclined tramway all mails which shall be delivered to it at the wharf of the Company by the Government during that portion of the year extending from 1st April, of any year, to 31st day of December, in the same year. Nothing herein shall be construed to compel the Company to carry the said mails except when weather conditions permit the convenient operation of the inclined tramway, and failure so to carry the said mails by reason of unfavourable weather conditions shall not occasion any rebate of any portion of the annual sum of One hundred dollars.

11. There shall be paid to the Company out of the general revenue of the Colony annually during a period of twenty years, from the date when the wharf of the Company, at the foot of the said inclined tramway, shall be ready for public use, the sum of one thousand dollars.

12. The public shall have the free use of the said wharf at all times, subject, however, to such regulations and to such penalties for breach thereof as shall, from time to time, be made by the Company and approved by the Governor in Council. Such regulations, when so made, approved and published, shall have the force and effect of law, and penalties shall be recoverable thereunder in such manner as shall be specified in such regulations. The plans of the said wharf and the location of the site of same shall be subject to the approval of the Governor in Council and the securing of such approval shall be a condition precedent to any

liability on the part of the Colony for the annual sum of one thousand dollars provided by the foregoing section. The location of the terminus of the inclined tramway at the top of the Island shall also be subject to the approval of the Governor in Council.

13. There shall be paid to the Company out of the general revenue of the Colony annually during a period of twenty years, to be computed from the date hereof, any sum by which annual dividends of the Company shall be less than five per cent. upon so much of the capital of the Company as shall be actually subscribed and paid up; provided that the total amount of capital upon which the said sum shall be payable shall not exceed forty thousand dollars, and that the total amount payable hereunder shall in no case exceed the sum of two thousand dollars in any one year. No payment hereunder shall be made except upon the certificate of the Auditor General of Newfoundland. In order to obtain such certificate the Company shall furnish to the Minister of Finance and Customs yearly, a full and correct statement of the receipts and expenditures of the Company and shall afford all proper facilities to the Auditor General to make a complete examination of the books, accounts and vouchers of the Company, in conjunction with an auditor appointed by the Company. In the event of any dispute arising between the two auditors in relation to said statement, the same shall be referred to the determination of a public chartered accountant as umpire, to be appointed by the two auditors, and the award of such umpire shall be final and conclusive.

14. If the Company shall, at any time, desire to undertake the lighting by electricity of the streets or roads or buildings of Bell Island, it shall be lawful for it to erect poles and stretch wires between them on any of the streets or public lands of the said island: Provided however, that if within a period of three years from the date hereof it shall not have installed a plant of a capacity sufficient to supply and distribute electricity for lighting along the main road from the house of William Bennett to that of John C. Stewart, then the rights granted by this Act shall cease and determine.

15. All plant, machinery, rolling stock, implements, apparatus, tools, utensils, and materials necessary for the original construction and operation of the said tramways and the said electric lighting system, and any extensions thereof, shall be admitted into the Colony free of duty.

16. The Company shall be exempted from all rates, taxes and assessments, whether imposed by Governmental or other authority for the period of fifty years from the date hereof.

17. During the first five years of the operation of the inclined tramway, the rates to be paid for freight and passage thereover shall be as follows, namely, a sum not exceeding ten cents per one way trip per passenger, and a sum not exceeding one dollar and twenty-five cents per ton, or three cents per cubic foot for all packages exceeding one hundred pounds in weight or two cubic feet in measurement, and for packages under one hundred pounds in weight, or two cubic feet in measurement a rate of five cents per package.

18. During the first five years of the operation of the electric or other power tramway the rates to be paid for freight and passage thereover shall be as follows, namely: A sum not exceeding ten cents per one way trip per passenger, and a sum not exceeding one dollar and twenty-five cents per ton, or three cents per cubic foot for all packages exceeding one hundred pounds in weight or two cubic feet in measurement, and for packages under one hundred pounds in weight, or two cubic feet in measurement, a rate of five cents per package.

19. At the expiration of said five years and quinquennially thereafter, the rates to be charged for transporting freight and passengers over the said inclined tramway and over the electric and other power tramways shall be fixed by a board to consist of three persons, one of whom shall be appointed by the Company, one by the Governor in Council, and a third by the District Council of Bell Island.

20. The said inclined tramway shall be open to freight and passenger traffic from the first day of April to the 31st day of December in each year, but no failures to be so open for freight and passenger traffic shall operate to work a forfeiture of any of the franchises herein conferred, except such failures be owing to the wilful default of the Company. Should the Company fail to keep the said inclined tramway open for freight and passenger traffic during a period of twelve months running consecutively, and shall, after receiving notice from the Government, fail to resume the regular working thereof for a further period of twelve months, then all the rights and privileges granted by this Act shall absolutely cease and determine.

21. If the inclined tramway be not completed within a period of three years from the date hereof, all the rights and privileges granted by this Act shall absolutely cease and determine.

22. If the Company do not construct, instal and operate the electric or other power tramway referred to in the first section, from the head

of the said inclined power tramway to the mines or a distance of at least one mile, within a period of four years from the date hereof, and if it shall fail to operate the same regularly for a period of twelve months running consecutively, the right hereby granted to construct and operate such tramway shall cease and determine as an exclusive right.

3 GEORGE V., CAP. 18.

An Act further to Amend 56 Vic., Cap. 11, entitled "An Act to Incorporate the Placentia Water Company.

[PASSED APRIL 16, 1913.]

SECTION 1.—Power of company to increase capital stock.

Whereas the Placentia Water Company was incorporated by the Act 56 Vic., Cap. 11;

And whereas by the Act 2, Ed. VII., Cap. 7, and 4 Ed. VII., Cap. 4, and 7 Ed. VII., Cap. 9, the said Act was amended so as to enable the said Company to increase its capital stock;

And whereas it is desirable to enable the said Company further to increase its capital stock.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

The Placentia Water Company as incorporated by the Act 56 Vic., Cap. 11, shall have power in addition to the increases authorized by the Act 2 Ed. VII., Cap. 7, and 4 Ed. VII., Cap. 4, and 7 Ed. VII., Cap. 9, to increase its Capital Stock by the further amount of Two thousand dollars, subject in all respects to the provisions to the said Act 56 Vic., Cap. 11, and said further stock shall have the like advantages as heretofore provided, with respect to the stock already subscribed.

3. GEORGE V., CAP. 24.

A Act for the Confirmation of an Agreement between the Government and the Marconi Wireless Telegraph Company of Canada, Limited.

[PASSED APRIL 16, 1913.]

SECTION

1.—Confirmation of Agreement of April 20, 1912.

SECTION

2.—Certain articles to be exempt from duties.

Whereas the Government has entered into an Agreement with the Marconi Wireless Telegraph Company of Canada, Limited, for the working of certain Wireless Telegraph Stations in Newfoundland and on the Labrador;

And whereas it is desirable that the said Agreement should be approved and confirmed by the Legislature.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, (hereinafter called "The Government"), of the one part, and The Marconi Wireless Telegraph Company of Canada, Limited, (hereinafter called "The Company"), of the other part, dated the 20th day of April, 1912, and forming the Schedule hereto, is hereby approved and confirmed, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them respectively, and all and singular the several acts, matters and things provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful, and the parties and each of them, shall have full power and authority to do and perform, or refuse to do and perform, all and singular the several acts, deeds, matters or things in and by the said Agreement provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated and provided by the said Agreement.

2. During the term of the said Agreement, all instruments, ap-

paratus, supplies and stationery required and used by the Company in installing, maintaining and operating the stations mentioned in the said Agreements and in former Agreements shall be admitted into this Colony free of duty, provided that this shall not be held to include provisions or household goods, furniture or supplies of any kind for the personal use of any of the Company's employees.

SCHEDULE.

This Agreement made and entered into at St. John's, in the Island of Newfoundland, this twentieth day of April, Anno Domini, One thousand nine hundred and twelve, RALPH WILLIAMS, between His Excellency Sir Ralph Champneys Williams, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies, in Council, (hereinafter called "The Government"), of the one part, Governor. and The Marconi Wireless Telegraph Company of Canada, Limited, a body corporate and politic, incorporated and existing under an Act of the Dominion of Canada, (hereinafter called "The Company"), of the other part.
[L. S.]

Whereas an Agreement was entered into between the Government and Marconi Wireless Telegraph Company, whose registered office is at No. 18 Finch Lane, in the City of London, on the 22nd day of September, 1903, respecting the installation of certain Wireless Telegraph Stations in Newfoundland and Labrador;

And whereas a further Agreement upon the same subject was entered into between the Government and the Company on the sixth day of April, 1906, which Agreement was approved and confirmed by the Act 6, Edward VII., Cap. 9;

And whereas the said Agreements are still in existence and in force;

And whereas, under the said Agreements, a Wireless Telegraph Station has been erected at each of the following places in Labrador, namely:—Battle Harbor, Venison Tickle, Seal Island, Domino, Grady, Indian Harbor, Cape Harrison and Mokkaovik, and the Government may require in the future to erect additional Wireless Telegraph Stations in Labrador;

And whereas it is desirable that the Station to be erected by the Company, under Clause 5 of the Agreement of the sixth of April, 1906, at a

point on the North-East Coast of Newfoundland, to be agreed upon between the Government and the Company, shall be of sufficient power to connect directly with the Station now operated by the Company at Belle Isle, and that there should be a direct and continuous Wireless Telegraph Service between Labrador and Newfoundland, via Belle Isle.

Now therefore this Agreement witnesseth as follows:—

1. This Company shall maintain and operate, free of charge to the Government, as soon after the opening of navigation in each year as is practicable, the Stations at Grady, Cape Harrison and Mikkovik, and shall continue the operation of the said Stations in each year until the close of the fishing season; the Government, however, to pay the royalty of one hundred pounds sterling on each of these Stations, as provided for under the terms of the Agreement of 22nd September, 1903.

2. The Company agrees, if required by the Government, to erect two additional stations at Cape Harrigan and Ford's Harbor (or at such other place or places north of Mikkovik as may be agreed upon), and to maintain and operate the said stations, free of charge to the Government, in the same manner as is required by the preceding section; the Government, however, to pay the royalty of one hundred pounds sterling on each of these Stations, as provided for under the terms of the Agreement of 22nd September, 1903, and to pay to the Company an additional royalty of fifty pounds sterling per annum upon each of said Stations. In the event of being required by the Government to instal these two Stations, or either of them, the Company agrees to supply said station or stations with machinery and apparatus equal in all respects to the machinery and apparatus supplied for the Stations recently erected at Grady, Cape Harrison and Mikkovik.

3. The Company agrees, as soon after the opening of navigation in 1912 as is practicable, to erect a Wireless Telegraph Station at Holton, in Labrador, or at such other point in the vicinity of Holton as may be agreed upon between the Government and the Company. The Government agrees, at its own cost and expense, to provide the building, mast and rigging for said station. The Company agrees at its own cost and expense, to supply the said station with machinery and apparatus equal in all respects to the machinery and apparatus supplied for the stations recently erected at Grady, Cape Harrison and Mikkovik, and to install the said machinery and apparatus. The Company agrees to maintain and operate the said Station, free of charge

to the Government, as soon after the opening of navigation in each year as is practicable, and shall continue the operation of said Station in each year until the close of the fishing season. In lieu of the royalty of one hundred pounds sterling per annum, provided by the Agreement of September 22nd, 1903, the Government agrees to pay to the Company, in respect of this Station, a royalty of fifty pounds sterling per annum. The Company agrees and guarantees, upon the completion of said Station at Holton (or other point as may be agreed upon), to furnish continuous, efficient and satisfactory connection between the respective stations in Labrador, from Battle Harbor to Makkovik, both inclusive, for that portion of the year during which the Company is required to operate the said stations.

4. The Company agrees to erect and maintain, at its own cost and expense, a Wireless Station at Fogo, with sufficient power and capacity to transmit and receive business to and from the Company's Wireless Station on Belle Isle. The said station shall be open and ready for business upon every day from 8 a.m. to 8 p.m., Sundays included. The said station shall be the property of the Company, and shall not, during the term of this Agreement, be liable to the tax of four thousand dollars (\$4,000.00) imposed on Wireless Stations by the Act 5 Edward VII., cap. 7.

5. The Company agrees, at its own expense and cost, to keep the Wireless Stations at Battle Harbor and Belle Isle open and ready for business upon every day during the term of this Agreement, from 8 a.m. to 8 p.m., Sunday included, and during the said hours to maintain an efficient and satisfactory service between the station at Battle Harbor and the station at Fogo.

6. In consideration of the erection, maintenance and operation of the Station at Fogo, and of the keeping open and operating the Stations at Battle Harbor and Belle Isle, on every day during the term of this Agreement, as aforesaid, the Government agrees to pay to the Company the sum of five hundred dollars (\$500.00) per annum, commencing from the date when the said station at Fogo shall be ready for business and in communication with Battle Harbor, via Belle Isle.

7. The Government shall construct, free of cost to the Company, a line of telegraph to connect the station at Fogo with the nearest Government Telegraph Office, and shall supply and instal the necessary telegraph instruments for the land wire connection. The Company shall provide office accommodation and an operator, free of cost to the Government.

8. The Company shall hand over to the Government Telegraph Office at Fogo all business received at the Fogo Station, and hereby undertakes and agrees that no business of any description shall be communicated or transmitted by the Company to any station outside the Colony of Newfoundland, except over the Government Telegraph system; provided that the Company may, notwithstanding anything in this Agreement to the contrary, transmit directly over their own system, Canadian Government messages, messages between owners and captains of ships in relation to their ships' business, messages in aid of navigation and service messages.

9. From and after the fifteenth day of June next, clause 17 of the Agreement of the 6th of April, 1906, shall be cancelled, and the Company shall be allowed to collect for its own benefit the following tolls, that is to say:

- (1) On messages between stations on Labrador, containing ten words or less, not exceeding twenty cents and not exceeding two cents for each additional word, address and signature to be free;
- (2) On messages between stations on Labrador and Newfoundland, or *vice versa*, containing ten words or less, not exceeding thirty cents and not exceeding two cents for each additional word, address and signature to be free;
- (3) On press messages, one half of above rates;
- (4) All Government messages to be transmitted free of charge.

10. During the term of this Agreement all instruments, apparatus, supplies and stationery required and used by the Company in installing, maintaining and operating the stations mentioned in this Agreement, or in former Agreements, shall be admitted free of duty, provided that this shall not be held to include provisions or household goods, furniture or supplies of any kind, for the personal use of any of the Company's employees.

11. The Agreement made on the sixth day of April, 1906, is hereby extended for ten years from its expiry, that is to say, until the 6th day of April, 1926.

12. This Agreement shall be and continue in force until the 6th day of April, 1926.

13. Notwithstanding anything to the contrary which may be con-

tained in this Agreement, or in the Agreement of 22nd September, 1903, or in the Agreement of 6th April, 1906, it is hereby declared and agreed that the said Agreements are, and each of them is, subject to the provisions of the International Radio-Telegraphic Convention, signed at Berlin on November 3rd, 1906, and of any future International Radio-Telegraphic Convention which shall be made during the currency of this Agreement, and which shall be ratified by Great Britain; and the Company agrees to observe, perform and fulfil the provisions and requirements of the said Conventions in relation to all messages which may be transmitted or received at, by or from any of the stations operated by the Company under agreement with the Government.

14. Save as hereby altered or amended, the Agreement of 22nd September, 1903, and the Agreement of 6th April, 1906, are hereby confirmed and continued, and the royalties provided under the said agreements and under this Agreement shall continue and be payable for and during the term of this Agreement.

15. At the expiration of the term of this Agreement, all the stations belonging to the Government on Labrador shall be handed over to the Government by the Company in good condition.

16. Should the Company wilfully violate any of the provisions of this Agreement and, after notice being given to the Company by the Government, should the Company continue in their wilful violation of such provisions of this Agreement, it shall then be competent for the Government to cancel and annul this Agreement.

17. This Agreement is subject to approval and confirmation by the Legislature.

In Witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereto, and has signed these presents, and the Company has caused its Corporate Seal to be affixed hereto, on the day and year first hereinbefore written.

By His Excellency's Command,

(Signed),

R. WATSON,
Colonial Secretary.

The Common Seal of the Marconi Wireless Telegraph Company, of Canada, Ltd., was hereto affixed this sixth day of June, nineteen hundred and twelve, in the presence of

(Signed), ANDREW A. ALLAN,
President.

(Signed), J. H. LANER,
General Manager.

(Signed), ALEX. E. KEOCH,
Secretary-Treasurer.

4. GEORGE V., CAP 6.

An Act Respecting the Newfoundland Railway and Train Ferry Syndicate, Limited.

[PASSED MARCH 11, 1914.]

SECTION

- 1.—Power of Company to construct railways.
- 2.—Power to enter lands.
- 3.—Government to grant lands for certain purposes.
- 4.—Time for commencement of construction.
- 5.—Power to expropriate lands—and respecting grant of harbor privileges.
- 6.—Arbitration clause.
- 7.—Appointment of arbitrator in case of death or otherwise.
- 8.—Appointment of arbitrator for person resident abroad, etc.
- 9.—Power of company as to wharves, docks, etc.
- 10.—Power to take materials from Crown lands.

SECTION

- 11.—Exemption from duties of certain materials.
- 12.—And supplies.
- 13.—Exemption of company's vessels from light and harbor dues, etc.
- 14.—Power to own and run steamships and train ferries.
- 15.—Freight and baggage in transit to be exempt from duty.
- 16.—General plan of route to be furnished to Government.
- 17.—Company to have exclusive franchise for limited period.
- 18.—Power to promote another company to carry on undertaking.
- 19.—Determination of rights granted in certain events.

Whereas the Newfoundland Railway and Train-Ferry Syndicate, Limited, through their Attorney, Harry Cranfuird Thompson, have made a proposition to the Government of Newfoundland for the construction of a railway across the Isthmus of Avalon, in the Island of Newfoundland, from Rantem, or from such other port in Trinity Bay as may be found desirable, to Little Southern Harbor, or such other port in Placentia Bay as may be found desirable, with the intention of operating a Train-Ferry service therefrom to Louisburg, in Cape Breton, or such other port as may be found desirable, and also for the construction of a railway from Humbersmouth, Bay of Islands, to South West Arm, Green Bay, with a branch therefrom to White Bay, with the intention of operating a Train-Ferry service from the said Bay of Islands to Gaspé, in the Province of Quebec, or to such other port or ports as may seem desirable, and the said Government have agreed to request the Legislature to grant to the said Syndicate and their assigns certain powers, and to make to them and their assigns certain concessions for the purposes of the said Railways and the said Train-Ferries;

And whereas it is desirable that the said powers should be granted and the said concessions made subject to the conditions and provisions hereinafter set forth;

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Newfoundland Railway and Train-Ferry Syndicate, Limited, (hereafter called the "Company"), and their assigns, may lay out, construct and operate a railway across the Isthmus of Avalon from Rantem, or from such other port in Trinity Bay as may hereafter be selected by the Company or their assigns, to Little Southern Harbor or such other port in Placentia Bay as may hereafter be selected by the Company or their assigns, with the right to put in a Train-Ferry Slip in connection therewith, at some convenient point at or near Burin, and may also lay out, construct, and operate a railway from Humbermouth, Bay of Islands, to South West Arm, Green Bay, with a branch line therefrom to White Bay, the preliminary survey for such last-mentioned railway having already been made and the railway line approximately located.

2. The Company or their assigns may enter into and upon any Crown lands or upon the lands of any person or corporation whatsoever, lying in the intended route or line of the said railways, without previous license therefor; and may make surveys, examinations or other arrangements on said lands necessary for fixing the sites of the said railways and set out or ascertain such parts of the lands as may be required for the said railways.

3. The Government shall grant to the Company or their assigns, free of charge, from the unoccupied Crown lands of the Colony, land for the said railways to the extent of one hundred feet on each side from the centre of the railway tracks along the whole course of the said railways and, in addition, a block of freehold land and land covered with water five square miles in extent and with a sea frontage of one mile, if such frontage be available, in ungranted Crown lands at each of the terminal ports of the said railways for terminal facilities, docks, wharves, cold storage plants, smoke houses, fertilizers, factories, hotels, town sites and other purposes connected with the undertaking; provided that the said blocks of freehold land shall not be granted to the Company until the completion of the said railway, and provided also that all necessary and usual reservations for the people shall be made in the said grants, including such portions as shall be required for the erection of workmen's cottages.

4. The said Isthmus of Avalon Railway shall be commenced within three years and shall be completed within four years from the date hereof, and the said Bay of Islands and Green Bay Railway shall be commenced within five years from the date of completion of the said Isthmus of Avalon Railway, and shall be completed within three years from the date of said commencement.

5. Whenever the said railway lines shall run through private property the Company or their assigns may enter, take possession of, and hold such lands as may be necessary for the said railways to the extent and for the purpose aforesaid, and upon the lands aforesaid the Company and their assigns may construct the said railways; provided that where the said lines run through private property, the Company and their assigns shall, before entry and appropriation, give notice to the owner, of the situation, extent, and dimension of the land so to be taken and appropriated, and shall, at the same time, tender an amount considered by the Company or their assigns sufficient to indemnify such owner. If such tender be accepted, the Company or their assigns may proceed to take and appropriate the said lands; but if the tender be declined, the Company or their assigns may proceed to arbitration in the manner hereinafter provided, and may then take and appropriate the said lands and proceed to construct the said railways thereon.

The Government may also grant to the Company or their assigns, if there should not be sufficient ungranted Crown lands for the said two blocks of one mile each of sea frontage at each of the said terminals, such water lots and harbour privileges as in the opinion of the Governor in Council may be necessary for the purposes of their business, the payment for the same to be settled by arbitration between the Government and the Company or their assigns, and where private property may be required by the Company or their assigns for the purposes of shipping and steamship business in connection with their said railways, the same may be taken by them or their assigns; and the provisions herein contained for the ascertainment by arbitration of the damage caused to the parties whose rights shall have been affected by the taking of land for the purposes of the said lines of railway shall apply equally to waterside lands and premises taken as aforesaid.

6. For the purpose of ascertaining the damage that may be occasioned to any person whose interest in any land or tenement or whose business may be in any way affected under the provisions hereof, unless the same be agreed upon between the said party and the Company or their assigns, which agreement the Company is hereby authorized to make, the Company or their assigns shall appoint one arbitrator, the party interested shall appoint another, and the Supreme Court of the Island or a Judge thereof a third, which three persons, or any two of them, shall determine the amount of compensation, if any, to be paid to such party according to his interest therein, and in case such person shall refuse or neglect to appoint an arbitrator within seven days after notice in writing so to do from

the other two arbitrators, such two arbitrators shall name a third arbitrator, and the award of any two of them shall be final and binding; and the said arbitrators shall be sworn before a Stipendiary Magistrate to do justice between the parties, and may summon and require the attendance before them of all parties interested in the property to be appraised or in the damages to be ascertained by them, the agents of such parties respectively, and also all necessary witnesses, and require the production of all deeds and papers or other evidence to establish the interest, possessory or otherwise, of any party claiming compensation as aforesaid; and may examine upon oath, to be administered by any one of the arbitrators, all such parties, or their agents, and all witnesses, touching the matters to be inquired into by such arbitrators. Upon the making of such award the Company or their assigns shall forthwith pay to the party in whose favour the same shall be made, the sum therein stated as the amount of compensation due to such party. In all cases the arbitrators shall hold their meetings at some place within the Colony.

7. In the event of the death, absence from Newfoundland, disqualification, or refusal to act, of any one or more of the persons so named or appointed as arbitrators, or of his or their being withdrawn or declining to proceed, his or their place shall be filled in like manner, and the person or persons named or appointed instead of the arbitrator or arbitrators so dying, absent, or disqualified, being withdrawn or declining to proceed, shall have and exercise all and the like powers and authority as are herein provided in regard to the arbitrators first named and so on as often as required, until the award is made and the reference closed.

8. If the party or parties interested be unknown, or being resident abroad, or absent from the Colony, have no known agent therein, or be under any legal disability or reside in a locality beyond the reach of ordinary and speedy communication, then upon application to a Judge of the Supreme Court by the Company or their assigns, supported by an affidavit of some officer of the Company or their assigns, setting forth the facts, and by such other proof as may be deemed necessary, the Judge shall make such order for the appointment of an arbitrator to act on behalf of such party as he shall deem proper; and the Judge may make it a part of the order that special public notices shall be given in local and foreign newspapers, and may give directions as to the manner, time and number of such publications and after the conditions so prescribed shall have been complied with, the Judge may appoint an arbitrator as aforesaid.

9. The Company or their assigns may, for the purposes of their

business, acquire and hold water lots, and may build, acquire, mortgage and operate docks and elevators, and may collect wharfage and store charges for the use of its works and buildings.

10. Whenever stone, gravel, earth, sand, timber or water is required for the construction of the said lines of railway, or any part thereof, the Company or their assigns, when they satisfy the Governor in Council that such material cannot be obtained upon their right of way, within a reasonable distance from the work for which same is required, may enter into and upon waste and unoccupied Crown lands and take such materials therefrom as may be necessary for the use of the said railways; and the Company or their assigns may fell or remove trees standing in any woods, lands or forests by or through which the said lines of railway may pass, to the distance of six rods from either side thereof.

11. All construction material, machinery, and equipment necessary for the purposes of the construction and establishment of the said railways, or of the said Train-Ferries and Train-Ferry Slips and for the original equipment thereof, and for all docks, wharves, terminals or other incidental work of whatsoever kind in connection with the said railways and the equipment of such works (but not in substitution for old equipment) shall be admitted into Newfoundland free of duty.

12. During the period of twenty years from the date hereof, the following articles when imported into the Colony by the Company or their assigns for use in connection with their business but not for sale, shall, upon such certificate as may be required by the Minister of Finance and Customs, be admitted into the Colony free of duty, that is to say:—

- (a) All plant, machinery, implements, apparatus, and materials imported by the Company or their assigns, necessary for the original construction of cold storage plants, smoke houses, factories, and hotels, and for the extension thereof, but not in substitution for old;
- (b) Ammonia for refrigerator purposes;
- (c) Vegetable oils for use in curing fish;
- (d) Tin material for cans, and solder;
- (e) Gasolene engines and kerosene oil engines and any kind of internal combustion engine.
- (f) Gasolene and kerosene oil when used for driving engines and machinery.

13. All train-ferries and all slips and vessels belonging to the Company or their assigns, and worked in connection with said lines of railway shall, for the period of twenty years, be exempt from the payment of light or harbor dues and shall also be exempt from compulsory pilotage save in ports where compulsory pilotage shall be in operation at the date hereof.

14. The Company and their assigns may own, hire, run or otherwise arrange for or control steamships and train-ferries for carrying freight and passengers to and from any port with which the said lines of railway connect and to and from any port in the United Kingdom, Canada, United States, or elsewhere.

15. At all times during the active operation of the said railways and steamship lines, all goods, whether freight or express matter or passengers' baggage or effects in transit through Newfoundland, shall be exempt from duty; provided that such Customs regulations as may, from time to time, be made by proper authority, shall have been complied with in respect of such goods.

16. The Company or their assigns shall furnish to the Government of Newfoundland within two years from the passing hereof, maps and plans, signed by the general manager of the Company or their assigns, and showing thereon, subject to such alterations as may hereafter be decided upon by the Board of Directors of the Company or their assigns, the general line of route both of the said Isthmus of Avalon Railway and the said Bay of Islands to Green Bay Railway.

17. The Government, during the periods allowed by section 4 hereof for the commencement and completion of the said railways referred to therein, will not grant to any Company or Corporation or any person or persons, except the Company and their assigns, authority or permission to build a railway from Trinity Bay to Placentia Bay across the said Isthmus of Avalon, or to build a railway from Bay of Islands to Green Bay.

18. The Company may, at any time, hereafter, form another Company or Corporation having for its object, amongst other things the carrying into effect the powers and concessions hereby granted and the building and operation of the said railways, train-ferries and steamships hereby authorized and empowered to be built and operated and upon the formation of such Company or Corporation the powers and concessions hereby granted shall be thenceforth construed and have effect in all re-

spects as if the aforesaid powers and concessions granted hereby had been granted to such Company or Corporation and not to the Company.

19. If the Company or their assigns do not commence and complete said railways or either of them within the periods provided in section 4 hereof, then, in such case, all the provisions herein contained with regard to said railways respectively, or whichever of them shall not have been commenced and completed as herein provided within the period allowed, shall cease and determine and all the lands granted hereunder in respect thereof shall revert to and vest in the Crown, and, in either of such cases, the Company shall not be entitled to any compensation for the same, or for any matter arising out of, or connected with, the provisions herein contained, or the work of the Company or their assigns on the said railways, or either of them.

4. GEORGE V., CAP. 7.

An Act to amend 3 George V., Cap. 4., entitled "An Act to incorporate the Conception Bay Electric Company, and for other purposes.

[PASSED MARCH 11, 1914.]

SECTION 1.—Amendment of Sec. 9 of 3 George V. Cap 4.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. Section 9 of the Act, 3 George V., Cap. 4, is hereby amended by adding the following words at the end of the said section:—

The Company is also hereby authorized and empowered to sell, lease or dispose of the undertaking of the Company or any part thereof, for such consideration as the Company may think fit.

4. GEORGE 5., CAP. 8.

An Act to amend 2 Edward VII., Cap. 8., entitled "An Act to Incorporate the United Towns' Electric Company and for other purposes.

[PASSED MARCH 11, 1914.]

SECTION. I.—Amendment of Sec. 10 of 2 Edward VII., Cap. 8.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. Section 10 of the Act 2 Edward VII., Cap. 8, is hereby amended by adding the following words at the end of said section:—

The said Company shall also have power to acquire and undertake the whole or any part of the business, property, undertaking and liabilities of any person or Company carrying on or formed to carry on any business which this Company is authorized to carry on whether in the aforesaid towns or not.

5 GEORGE V., CAP. 1.

An Act to Incorporate the Newfoundland Master Builders' Association.

[PASSED JUNE 5, 1915.]

SECTION

- 1.—Certain persons incorporated.
- 2.—Objects.
- 3.—Council for first year.
- 4.—Bye-laws.

SECTION

- 5.—Limitation of liability.
- 6.—Recovery of fees, dues, etc.
- 7.—Power to hold real estate.

Whereas William J. Ellis, of St. John's, General Contractor; Michael J. Kennedy, of the firm of M. & E. Kennedy, General Contractors; John F. Davey, of the firm of J. & F. Davey, of St. John's, General Contractors; Reuben Horwood, of St. John's, Manager Horwood Lumber Company, Limited; William Smith, of St. John's, Manager Empire Wood Working Company, Limited; Henry Thomas, of the firm of Thomas Brothers, of St. John's, General Contractors; Jonas C. Barter, of St. John's, Architect and Builder; George A. Davey, of the firm of E. H. & G. Davey, of St. John's, General Contractors; Edward Shaw, of the firm of Pittman and Shaw, Plumbers; Michael Walsh, of the firm of Kieley and Walsh, of St. John's, Painters; James R. Chalker, of St. John's, Plasterer; Philip F. Moore, of Moore & Co., of St. John's, Plumbers; James Stevens, of St. John's, Painter; William J. Harris, of St. John's, General Contractor; John J. Coaker, of St. John's, Contractor; James Pidgeon, of St. John's, Contractor; Philip Hanley, of St. John's, Painter; William J. Payne, of St. John's, Carpenter; Henry Gear, of St. John's, Plumber; William J. Ryan, of St. John's, Plumber; and William F. Butler, Architect, have prayed for an act incorporating them and all those who may become associated with them, a body politic by the name of The Newfoundland Master Builders' Association, for the purpose of promoting a good understanding among its members; endeavouring to amicably adjust differences and settle disputes which may arise between its members and the public; of insuring, as far as practicable, uniformity and certainty in the customs and usages of those engaged in the business of erecting buildings, or furnishing materials therefor and cognate trades, as well in their dealings with each other as with the public; of assisting in creating and maintaining a healthy tone in the building trade by affording accurate information regarding current transactions, and of providing suitable rooms wherein the members of the said Association may meet in the City of St. John's:

And whereas it is expedient to grant the prayer of the said petition.

Be it therefore enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. William J. Ellis, of St. John's, General Contractor; Michael J. Kennedy, of the firm of M. & E. Kennedy, General Contractors; John F. Davey, of the firm of J. & F. Davey, of St. John's General Contractors; Reuben Horwood, of St. John's, Manager Horwood Lumber Company, Limited; Wm. Smith, of St. John's, Manager Empire Wood Working Company, Limited; Henry Thomas, of the firm of Thomas Bros., St. John's, General Contractors; Jonas C. Barter, of St. John's, Architect & Builder; George A. Davey, of the firm of E. H. & G. Davey, of St. John's, General Contractors; Edward Shaw, of the firm of Pittman & Shaw, Plumbers; Michael Walsh, of the firm of Kiely & Walsh, of St. John's, Painters; James R. Chalker, of St. John's, Plasterer; Philip F. Moore, of Moore & Company, of St. John's, Plumbers; James Stevens, of St. John's, Painter; William J. Harris, of St. John's, General Contractor; John J. Coaker, of St. John's, Contractor; James Pidgeon, of St. John's, Contractor; Philip Hanley, of St. John's, Painter; William J. Payne, of St. John's, Carpenter; Henry Gear, of St. John's, William J. Payne, of St. John's, Carpenter; Henry Gear, of St. John's, Plumber; William J. Ryan, of St. John's, Plumber; and William F. Butler, Architect, and all those who may become associated with them, are constituted a body politic by the name of The Newfoundland Master Builders' Association.

2. The objects of the Corporation are to promote a good understanding among its members; to endeavour to amicably adjust differences and settle disputes which may arise between its members; to insure, as far as practicable, uniformity and certainty in the customs and usages of those engaged in the business of erecting buildings or furnishing materials therefor and cognate trades in their dealings with each other: to assist in creating and maintaining a healthy tone in the building trade by affording accurate information regarding current transactions, and to provide suitable rooms wherein the members of the said Association may meet in the City of St. John's.

3. The persons hereinafter mentioned shall form the Council or Board of Directors for the first year of the existence of the Corporation, namely:—William J. Ellis, Michael J. Kennedy, John F. Davey, William Smith, Henry Thomas, Reuben Horwood, William J. Harris and Jonas C. Barter.

4. The Corporation shall have the power to make by-laws regulating the number and admission of members, the levying and payment of fees, dues, and penalties by them, the expulsion of members, for such reasons and in such manner as may by by-law be provided.

5. No member shall be liable for any debt of the Corporation beyond the amount of such fees, dues and penalties as he may owe to the Corporation.

6. All the fees, dues and penalties, payable under any by-law by any person bound thereby, may be recovered in any action brought in the name of the Corporation, and in such action it shall be sufficient only to allege, and at the trial or hearing thereof to prove that the defendant, at the date of the institution of the action, was or had been a member of the Corporation, and that the amount claimed was standing unpaid in the books of the Corporation, and a certificate containing such allegations and signed by the Secretary-treasurer of the Corporation shall be received in all courts of law as *prima facie* evidence of such allegation.

7. The Corporation shall have the right to acquire, possess, and hold real estate in the city of St. John's for their own use, to a value not exceeding fifty thousand dollars (\$50,000), and to sell, exchange or hypothecate the same and acquire other real estate in lieu thereof for their own use whensoever it may seem expedient.

5. GEORGE V., CAP. 2.

An Act to amend 4 George V., Cap. VI., entitled "An Act respecting the Newfoundland Railway and Train Ferry Syndicate, Limited.

[PASSED JUNE 5, 1915.]

SECTION 1.—Computation of time for construction of works.

Be it enacted by the Governor, the Legislative Council, and House of Assembly, in Legislative Session convened, as follows:—

1. In computing the times for the commencement and completion of the Railways as provided in Section 4 of the Act 4, George V., Cap. 6, entitled "An Act respecting the Newfoundland Railway and Train Ferry Syndicate, Limited," and also the times limited by Sections 12, 16, 17 and 19, of the said Act with regard to importation of supplies, plant, exclusive franchise and determination of rights respectively, the period between the 4th day of August, 1914, and such date as His Majesty shall cause to be issued a proclamation or proclamations declaring that a state of war no longer exists between His Majesty and the countries with which hostilities are at present pending, shall not be counted or taken into consideration.

5 GEORGE V., CAP. 3.

An Act for the Confirmation of a Contract with the Newfoundland-American Packing Company, Incorporated.

[PASSED JUNE 5, 1915.]

SECTION

- 1.—Confirmation of Agreement May 5th, 1915.
- 2.—Governor in Council may grant certain lands.

SECTION

- 3.—Certain materials to be exempt from duties.
- 4.—Certain drawbacks to be allowed.
- 5.—Respecting guarantee.
- 6.—Respecting export of bait.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir W. E. Davidson, K.C.M.G., Governor of the Colony of Newfoundland and its Dependencies, in Council, hereinafter called the Government, of the one part; and the Newfoundland American Packing Company, Incorporated, hereinafter called the Company of the other part, dated the 5th day of May, A.D. 1915, and forming the Schedule hereto is hereby approved and confirmed, and all and singular the several clauses and provisions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them respectively, and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful, and in so far as not by this Act expressly provided for, the parties, and each of them, shall have full power and authority to do and perform all and singular the several acts, matters and things, in and by the said agreement provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated and provided in said agreement.

2. It shall be lawful for the Governor in Council to grant to the Company free of charge out of any ungranted Crown Lands which may be at its disposal—

- (1) Sites for the said Cold Storage plants, factories, and other buildings which are proposed to be erected under the agreement, the Schedule hereto.
- (2) Subject to the provisions of the Crown Lands Act, one or more licenses of timber areas of sufficient size where unlicensed

lands can be found to supply timber for boxes, barrels and other requirements of the said industries which are proposed to be established under the agreement aforesaid, said licenses to revert to the Crown should the Company cease to operate.

- (3) Sufficient water power for operating and lighting the plants and other works erected under the agreement, aforesaid, where such water power shall be at the disposal of the Government, to revert to the Crown should the Company cease to operate.
- (4) The right to take eels in rivers, lakes, bays and other places, subject to such regulations as may be made by the Governor in Council from time to time.

3. The following articles when imported by the Company for use in connection with its works and business, contemplated by the agreement aforesaid, but not for sale, shall be admitted into the Colony free of duty, for the term of fifteen years, that is to say:—

- (1) All plant, machinery, implements, apparatus and material necessary for the original installation of the said Cold Storage plants, smoke-houses, and factories, and for the extension of same within the said term of fifteen years, but not in substitution for old.
- (2) Ammonia and other chemicals for refrigerating purposes.
- (3) Vegetable oils for use in canning fish.
- (4) Tin metal for cans and solder.
- (5) Gasolene engines for plants and fishing boats.
- (6) Printed and lithographed labels.
- (7) Mineral and lubricating oils for machinery.
- (8) Packing boxes and cartons branded with the Company's trade mark, and packing paper.

4. In addition to the exemption from duties in the next preceding section provided, there shall be allowed to the Company a drawback equal to the amount of duty paid on all sugar and other preservatives used in the preservation of berries, fruits and vegetables when such berries, fruits

and vegetables shall have been exported from this Colony. Such drawback shall be paid when the Company shall have satisfied the Collector of Customs that the quantity and value of such sugar and preservatives have been used in the preservation of such berries, fruits and vegetables as shall have been then entered at the Custom House for exportation from the Colony.

5. The amount payable by the Government under clause 3 of the Agreement, the Schedule hereto, shall not in any year exceed five per cent. on the actual cash capital invested by the Company in the fresh fish and cold storage business, and shall in no case exceed the sum of Twenty-five thousand dollars in any year.

6. It shall not be lawful for the Company to export any bait fish or any fishes to be used for the purposes of bait at any place whatsoever beyond the jurisdiction of this Colony and nothing in this agreement shall be deemed to make lawful any such exportation.

SCHEDULE.

This Agreement made and entered into at St. John's, Newfoundland, this 4th day of May, Anno Domini, one thousand nine hundred and fifteen, between His Excellency Sir Walter Edward Davidson, K.C.M.G., Governor of the Island of Newfoundland and its Dependencies, hereinafter called "The Government," of the one part, and the Newfoundland-American Packing Co., Incorporated, of the State of Delaware, in the United States of America, incorporated under the laws of the State of Delaware, hereinafter called "The Company," of the other part,—Witneseth as follows:—

Whereas the Company is desirous of establishing in Newfoundland business of Cold Storage and of erecting Cold Storage plants for freezing and handling, and including dehydration of fish and other products, including root products, berries of all kinds, and also canning of lobsters, and smoking and canning of other fishes, and packing and marketing of the same; and whereas the Government is desirous of encouraging and assisting the establishing of the said business, particularly in connection with the freezing, handling, packing and marketing of fresh fish and fresh fish products and other business connected with the fisheries of the Colony;

It is hereby agreed between the parties as follows:—

1. The Company agrees to erect at its own expense in the Island of Newfoundland within three years from the first day of January, 1915, three Cold Storage plants for fresh fish and fresh fish products, each of which shall have a capacity of not less than five hundred thousand pounds at any one time. One of said plants shall be erected, completed and put in operation during each year of the said term of three years. The Company agrees to maintain the said Cold Storage plants in continuous operation, unless sufficient fresh fish be not available for such operation, or unless further excused by order of His Excellency the Governor in Council, from the date of their completion until the 31st day of December, 1929. It shall be optional with the Company to substitute one floating Cold Storage plant of the capacity aforesaid for one of the said three Cold Storage plants to be erected in Newfoundland under this paragraph.

2. The plans and specifications of the said plants and their equipment shall be subject to the approval of the Governor in Council.

3. The Government agrees to grant to the Company, for and during the term of fifteen years from the first day of January, 1915, the sum by which the net annual profits of the Company from the plants erected and operated by them to their full capacity under Section 1 of this Agreement, that is, from the fresh fish and cold storage business carried on, in, and upon the said plant or plants, shall be less than five per cent. on the actual cash capital invested by the Company in such plants, provided that the capital so invested shall not exceed the amount of five hundred thousand dollars, and provided that the total liability of the Government in any one year shall not exceed the sum of twenty-five thousand dollars. Should any such failure be made by the said Company in the earnings of the said five per cent., on its said capital of five hundred thousand dollars, or any part thereof, devoted to the purposes contemplated by Section 1 of this Agreement in any one year, and should the Government be called upon to pay the whole amount or any sum representing the difference between the percentage of profits earned by the Company less than the five per cent. on the said capital of five hundred thousand dollars or any part thereof, then such sum or any fraction of the five per cent. shall be payable only after the first of the said Cold Storage plants shall have been completed and in continuous operation to its full capacity for a period of one year.

4. No payment shall be made under the next preceding paragraph except upon the certificate of the Auditor General of Newfoundland. In order to obtain such certificate, the Company agrees to afford all facili-

ties to the said Auditor General to make complete examinations of the books, accounts and vouchers of the Company in conjunction with an auditor to be appointed by the Company. In the event of any dispute arising between the two auditors in relation to the said expenditure, the same shall be referred to the determination of a chartered or certified public accountant, as umpire, to be appointed by the two auditors. The award of such umpire shall be final and conclusive between the parties. In making up the said certificate, the Auditor General shall not take into consideration any sum expended on capital account, but shall confine himself to an enquiry as to the total gross earnings of the Company, and its total expenses for the current year. If the net earnings or profits do not amount to the said five per cent. on the capital of the Company invested in such Cold Storage plants for the year under review, the Auditor General shall certify what percentage the Government shall pay on such capital of five hundred thousand dollars, or on such portion of the capital *bona fide* invested in the business under paragraph 1 of this Agreement, and the difference between what the Company has earned and five per cent., will be the sum which the Government will be liable for, the Auditor General shall so certify, and the Government shall so pay.

5. In addition to the said three plants, the Company agrees to erect and complete at its own expense within three years from the first day of January next, not less than three smoke houses and three fish packing factories for fish and fish products, and also two glue factories and two fertilizer plants. One smoke house and one fish packing factory shall be completed and put in operation during each year of the said term, and one glue factory within two years from the first day of January next. The Company agrees to maintain the said smoke-house, fish packing factories, glue factories and fertilizer plants in continuous operation during the first year of such operation of fifty per cent. of their full capacity, and during each subsequent year of the said term of fifteen years from the first day of January next of seventy-five per cent. of their full capacity. Provided that the guarantee set forth in paragraph 3 does not apply to the work contemplated by this section.

6. In the event of the said Company failing at any time during the said term of fifteen years, from the first day of January, to maintain and continuously operate by storing, freezing, smoking or dehydrating, in connection with the said Cold Storage plants, smoke-houses, fish packing factories, glue factories, as hereinbefore provided, or any of them, during the first year of such operation, of fifty per cent. of their full capacity and during each subsequent year of seventy-five per cent. of their full capacity, in a *bona fide* and business like manner and in accordance with

the full terms and conditions set forth in the previous paragraphs, all right and claim of the Company under this Agreement, shall immediately upon such failure cease, determine and become void.

7. The Company agrees to employ Newfoundland labor, if available, in the conduct of and in connection with the different industries which shall be established in Newfoundland under this Agreement, with the exception of such skilled labor as shall not be obtainable in Newfoundland.

8. The Government agrees to grant to the Company free of charge out of any ungranted Crown Lands which may be at its disposal:

- (1) Sites for the said Cold Storage plants, factories and other buildings which are proposed to be erected under this Agreement.
- (2) Subject to the provisions of the Crown Lands' Act, one or more licenses of timber areas of sufficient size, where unlicensed lands can be found to supply timber for boxes, barrels and other requirements of the said industries which are proposed to be established under this Agreement, said licenses to revert to the Crown should the Company cease to operate.
- (3) Sufficient water power for operating and lighting the plants and other works erected under this Agreement, where such water power shall be at the disposal of the Government, to revert to the Crown should the Company cease to operate.
- (4) The right to take eels in rivers, lakes, bays and other places, subject to such regulations as may be made by the Governor in Council from time to time.

9. The following articles when imported by the Company for use in connection with its works and business contemplated by this Agreement, but not for sale, shall be admitted into the Colony free of duty, for the term of fifteen years, that is to say:

- (1) All plant, machinery, implements, apparatus and material necessary for the original installation of the said Cold Storage plants, smoke-houses and factories and for the extension of same within the said term of fifteen years, but not in substitution for old.

- (2) Ammonia and other chemicals for refrigerating purposes;
- (3) Vegetable oils for use in canning fish;
- (4) Tin metal for cans and solder;
- (5) Gasolene engines for plants and fishing boats;
- (6) Printed and lithographed labels;
- (7) Mineral and lubricating oils for machinery;
- (8) Packing boxes and cartons branded with Company's trade mark and packing paper.

10. In addition to the exemption from duties in the next preceding section provided, there shall be allowed to the Company a drawback, equal to the amount of duty paid on all sugar and other preservatives used in the preservation of berries, fruits and vegetables, when such berries, fruits and vegetables shall have been exported from this Colony. Such drawback shall be paid when the Company shall have satisfied the Collector of Customs that the quantity and value of such sugar and preservatives have been used in the preservation of such berries, fruits and vegetables as shall have been then entered at the Custom House for exportation from the Colony.

11. It is hereby agreed between the parties that the Company shall not assign or sublet this Contract or any part or portion thereof to any person or corporation whomsoever, without the consent in writing of the Government first being had and obtained, which said consent shall not unreasonably be withheld.

12. All matters of difference arising between the parties hereto upon any matters connected with or arising out of this Agreement, except as provided in paragraph 4 hereof, shall be referred to three arbitrators, one to be named by each of the parties hereto, and a third to be named by the first two, and the award or decision of any two of the said arbitrators shall be final and binding, and the obtaining of the award of the arbitrators shall be a condition precedent to the right to maintain any action under this Agreement by either party hereto. The provisions of "The Arbitration Act, 1895," shall apply to all submissions to arbitration under this Agreement.

13. Nothing whatever in this Agreement shall be taken to permit, nor shall it be lawful for, at any time during the continuance of this Agreement or afterwards, the Company to export any bait-fish or any

,fishes to be used for the purposes of bait in any place whatsoever beyond the jurisdiction of this Colony.

14. This Agreement is subject to the approval and ratification of the Legislature of Newfoundland.

In Witness whereof His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be set hereto and has signed these presents, and the Company has set and affixed its signature and seal on the day and year just above written.

By His Excellency's Command,

JOHN R. BENNETT,
Colonial Secretary.

(Sgd.) NEWFOUNDLAND-AMERICAN PACKING Co., INC.,

BY EDWARD S. HYDE,
President.

AND E. ST. JOHN HOWLEY,
Vice-President.

Attest—

(Sgd.) AUSTIN M. POOLE,
Secretary.

[Seal]

5. GEORGE V., CAP. 4.

An Act for the Confirmation of a Contract with the Newfoundland Products Corporation, Limited.

[PASSED JUNE 5, 1915.]

SECTION

- 1.—Confirmation of Agreement of April 16, 1915.
- 2.—Construction material to be free of duty.
- 3.—Lands to be exempt from taxation.
- 4.—Stock and dividends to be exempt from taxation.
- 5.—Certain materials to be free of duty.
- 6.—Coal to be free of duty in Labrador.
- 7.—Governor in Council may grant certain lands.
- 8.—Amendment of Agreement as to East Coast.

SECTION

- 9.—Respecting expenditure.
- 10.—Respecting expropriation.
- 11.—Respecting expenditure.
- 12.—Respecting pollution of waters.
- 13.—Respecting arbitrations.
- 14.—Respecting actions at law.
- 15.—Situation of mills.
- 16.—Certain exceptions.
- 17.—Amendment of Agreement.
- 18.—Amendment of Agreement.
- 19.—Respecting powers in event of damage.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The Agreement made between His Excellency Sir W. E. Davidson, K.C.M.G., Governor of the Colony of Newfoundland and its Dependencies, in Council, hereinafter called the Government of the one part, and the Newfoundland Products Corporation, Limited, hereinafter called the Company, of the other part, dated the 16th day of April, A.D. 1915, and forming the Schedule to this Act, is hereby approved and confirmed, subject to the conditions and exceptions hereinafter contained, and all and singular the several clauses and provisions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them respectively, and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively are hereby declared to be proper and lawful, and, in so far as not by this Act expressly provided for, the parties and each of them shall have full power and authority to do and perform all and singular the several acts, matters and things, in and by the said Agreement provided to be done or not to be done, as the case may be, in the manner and under the conditions stipulated and provided in said Agreement.

2. All construction material and machinery for the Company's mills, factories and works, for the purpose of the manufacture of phosphate of ammonia, nitrate of ammonia, and other fertilizers, carbide of calcium, cement and their by-products, and for the purpose of suc^l. manu-

factures both for original installation and further extension, but not in substitution for old, shall be admitted into the Colony free of duty.

3. All lands, waters, water powers, buildings, erections, and all property whatsoever of the Company for use in connection with the manufacture of phosphate of ammonia, nitrate of ammonia, and other fertilizers, carbide of calcium, cement or their by-products, and situate at Bay of Islands, or within the drainage area of the Humber, or within the drainage area of Corner Brook, or within a radius of ten miles from the mouth of Corner Brook, or at Labrador, shall be exempt from Municipal taxation; and all lands, water powers, buildings, erections and all property whatsoever of the Company, referred to in section 6 of the Agreement, in the Schedule hereto, shall be held to include only such lands, waters, water-powers, buildings, erections and property as are for use in connection with the manufacture of phosphate of ammonia, nitrate of ammonia, or other fertilizers, calcium carbide, cement or their by-products, and situate at Bay of Islands, or within the drainage area of the Humber, or within the drainage area of Corner Brook, or within a radius of ten miles of the mouth of Corner Brook or at Labrador.

4. The stock, dividends, debentures, debenture stock, mortgages and other securities of the Company, shall be exempt from taxation.

5. All phosphate rock, pyrites, electrodes, soda and bags and packages for distribution of the Company's products required by the Company for the purpose of the manufacture of phosphate of ammonia, nitrate of ammonia, or other fertilizers, calcium carbide, cement or their by-products shall be admitted into this Colony free of duty.

6. All coal required by the Company for use in Labrador for the purposes in the next preceding section mentioned shall be admitted into Labrador free of duty.

7. It shall be lawful for the Governor in Council to grant to the Company any lands belonging to and in possession of the Crown and not under lease or license which may be required as incident in flowage rights within the drainage area of the Humber, the drainage area of Corner Brook or in Labrador, or rights of way for telegraphs, telephones, power transmission lines, railways, tramways, roads or sites for mills, works, factories, or warehouses, or so much of the seashore or foreshore and of the public waters and land thereunder as may be required for wharves, docks, quays, piers, warehouses and other buildings for the purposes aforesaid, or shipping facilities in connection with the Company's operations and

within a distance of fifty miles therefrom, but the quantity of land so granted shall not exceed in the whole ten thousand acres. Provided that the Government shall not be under obligation to grant any such lands at any time after the expiration of a period of twenty years from the passing of this Act.

8. The words

“Or within the drainage area on the East Coast of Newfoundland comprised within the following limits: All that area of land on the East Coast of the Island of Newfoundland between Hall’s Bay and the Gander River inclusive, and bounded as follows: Commencing at the head of Hall’s Bay and following the seashore to the mouth of the Gander River, thence following the eastern bank of said river in a southerly direction to the junction of the Southwest Branch with Dead Wolf River, thence in a westerly direction to the mouth of Victoria River, thence in a northwesterly direction to the head of Buchan’s Brook, and thence in a northeasterly direction to the place of commencement, Hall’s Bay and the Gander River, inclusive,”

In section 1 of the Agreement, the Schedule hereto, and the words

“On the East Coast.”

in the proviso at the end of the said section, shall be held to be of no effect, and the said section shall be read and construed as if said words were not contained therein.

9. The expenditure by the Company of five million dollars, first provided in section 2 of the Agreement, shall be an expenditure in addition to the expenditure of five million dollars provided in section 18 thereof, and the first-named sum of five million dollars shall be expended in Newfoundland in and about the construction of dams, buildings, docks and transmission lines for the business of the Company in and about the manufacture of phosphate of ammonia, nitrate of ammonia or other fertilizers, calcium carbide, cement, or their by-products; and the expenditure of the sum of ten million dollars provided to be made in the construction and operation of the Company’s plant on Labrador, shall mean an expenditure for the construction of dams, buildings, docks and transmission lines, power-houses, railways and plant for the business of the Company in and about the manufacture of phosphate of ammonia, nitrate of ammonia, or other fertilizers, calcium carbide, cement or their by-products.

10. The right of the Company to expropriate, contained in section 10, shall be confined to lands at Bay of Islands, or within the drainage area of the Humber, or within the drainage area of Corner Brook, or within a radius of ten miles of the mouth of Corner Brook or in Labrador.

11. The expenditure by the Company of the sum of five million dollars, provided in section 18, in and about the business and operations of the Company, shall mean an expenditure in and about the construction of dams, buildings, docks and transmission lines for the business and operations of the Company in and about the manufacture of phosphate of ammonia, nitrate of ammonia, or other fertilizers, calcium carbide, cement or their by-products; and the failure to begin actual construction work or to expend such money within the times mentioned in section 18, shall absolutely prevent the Company from taking or holding any rights whatsoever under any section of the indenture, the Schedule hereto, and the indenture shall be wholly void *ab initio*, and the rights of the parties thereto shall be the same as if the indenture had never been executed.

12. The Company shall take means to prevent the introduction into any public waters, lakes, streams, bays, creeks, or harbors, of any noxious or deleterious substance, or any saw-dust or any refuse of saw-mills, under a penalty for every offence of one hundred dollars, to be recovered in a summary manner before any Stipendiary Magistrate.

13. Where in the Agreement provision is made for the holding of arbitrations under section 55 of the Crown Lands' Act, the following procedure is substituted in lieu thereof:

- (a) There shall be three arbitrators, one appointed by each of the contestant parties, the third by the Supreme Court, consisting of not less than two Judges. The application to the Supreme Court for the appointment of an arbitrator may be made by either of the contestant parties upon motion after four days notice thereof has been duly served upon the other party;
- (b) In estimating the amount of compensation to be awarded by arbitrators, any additional value by reason of the actual or projected operations of the Company shall not be taken into consideration;
- (c) Sections 192 to 212, both inclusive, of the Judicature Act, 1904, shall apply to all arbitrations, in so far as the same do not conflict with the preceding sub-sections (a) and (b) hereof.

14. Nothing herein or in the Schedule hereto in relation to the settlement of claims by arbitration shall be held or construed to prejudice or exclude the right of any claimant to institute an action in a Court of competent jurisdiction in respect to any such claim.

15. It is understood and agreed between the Company and the Government that the mills and factories to be erected on the Labrador for the purpose of the manufacture of phosphate of ammonia, nitrate of ammonia, and other fertilizers, calcium carbide, cement, and their by-products, shall be situated at some place between Forteau and Battle Harbour, both inclusive, on the Coast of Labrador.

16. The undertaking by the Government that it will not grant to any person during the period of five years, referred to in section 2 of the Agreement, any water powers or water privileges within the drainage area of that part of the Hamilton River between Lake Winicapau and the sea shall not apply so as to prevent the Government from granting or otherwise disposing of any water powers or water privileges on the rivers Kenemish and Kennemou flowing into Lake Melville, and the expression in the Agreement "from the head of Lake Winicapau to the sea" shall mean from the head of Lake Winicapau to a point on said Hamilton River twenty-five miles below the Muskrat Falls.

17. Section 20 of the Agreement shall read as follows:—

"Notwithstanding the grant of the water powers herein, all persons shall have the right to the use of the said waters for the purpose of passing to and fro in boats, with freight or otherwise, and for fishing, and for the purpose of floating logs and lumber, and for such purposes to use the Company's log sluices."

18. Clause 1 of the Agreement shall be read and construed as if the distance of forty miles from the Company's factories or power houses at the mouth of the Humber River, provided in connection with the acquirement of water powers were, instead of that distance, a distance of twenty miles from the mouth of the Humber River.

19. In any case where the Company in conserving the flowage of water or developing water power under Clause 1 of the Indenture, the Schedule to this Act, shall cause any material depreciation in the capacity for development of a water power which prior to the 16th day of April, 1915, was owned by the holder of a grant, license or lease to cut timber

over lands for the operation of which the said water power was necessary, and the said owner and the Company cannot agree as to the compensation to be paid for such depreciation, it shall be lawful for either the Company or the said owner, in lieu of paying or receiving compensation to require that the said water power be assigned to or taken over by the Company, and the owner shall assign and the Company shall take over from the owner the said water power, and the Company shall, on demand of the assignor, supply, from the time the water power of the Company is developed and when the same is required by the assignor for the purposes of operating timber lands or other industrial purposes and continuously thereafter, an equivalent electric energy to that which could have been developed on the assigned water power, and shall supply the same to the said assignor at the site of the assigned water power or at a place agreed upon by the parties, at an annual rental equal to ten per cent. of the estimated cost of developing the assigned water power on the said property. Any dispute as to equivalent electric energy or as to the estimated cost of developing the assigned water power shall be determined by arbitration in the manner herein provided.

SCHEDULE.

This Indenture, made and entered into at St. John's, in the Island of Newfoundland, this 16th day of April, A.D. 1915, between His Excellency Sir W. E. Davidson, K.C.M.G., Governor of Newfoundland and its Dependencies, in Council (hereinafter called "The Government") of the one part; and the Newfoundland Products Corporation, Limited, (hereinafter called "The Company") of the other part;

W. E. DAVIDSON,
Governor.
[L. s.]

Whereas it is desirable to promote the development of all enterprises in the Colony which will utilize its products and resources and create new industries;

And whereas the Company has been incorporated according to the laws of the Colony for the purpose chiefly of developing certain waters for the manufacture of fertilizers and such other articles and substances in connection with the Company's business;

And whereas the Government in consideration of certain undertakings by the Company has agreed to grant to the Company certain rights and privileges;

And whereas the Company has acquired from the grantees of the

same the water power and waters upon the Humber River and Junction Brook;

And whereas the Company has acquired by assignment the rights of the patentees in the Colony and its Dependencies in and to the following patents, namely: No. 184, dated April 21st 1914, for manufacturing phosphoric acid and phosphates, and No. 189, dated May 16th, 1914, for a method of making nitrogen compounds, and No. 190, dated May 18th, 1914, for phosphoric acid products, and No. 193, dated July 25th, 1914, for method of producing nitrogen and compounds, and No. 196, dated August 22nd, 1914, for methods of manufacturing ammoniated double superphosphate, and which patents have been granted to Jesse Critz King, and by him assigned;

And whereas the Company has also acquired by assignment all the rights of the said Jesse Critz King in and to an invention of improvements in the method of manufacturing nitric acid, and for which a patent has been applied.

NOW THIS INDENTURE WITNESSETH, as follows:

1. The Government hereby demises, for a term of ninety-nine years, from the date of this Agreement, to the Company (so far as the Government can consistently with any grants, leases or licenses heretofore made and actually subsisting, demise the same), the water power or powers in and upon the Humber River, and in and upon Junction Brook, and for the purpose of its works and operations the Company shall have the right to divert, stop or dam up any stream, lake or water course within the drainage area of the Humber River, and to make, construct or maintain any dam, water course, culverts, drains and reservoirs in said area for any of its said works or operations, and it is agreed that if at any time during the currency of this Agreement, and within a period of twenty-one years from the date hereof, the Company shall validly acquire or become legally and properly entitled to any water power or water powers in this Colony or its dependencies, within a distance of forty miles of the Company's factories or power houses at the mouth of the Humber River, or within the drainage area on the East Coast of Newfoundland, comprised within the following limits:

All that area of land on the East Coast of the Island of Newfoundland between Hall's Bay and the Gander River, inclusive, and bounded as follows: Commencing at the head of Hall's Bay and following the seashore to the mouth of the Gander River; thence following the eastern bank of said river in a southerly direction, to the junction of the south-west branch

with Dead Wolf River; thence in a westerly direction to the mouth of the Victoria River; thence in a northwesterly direction to the head of Buchan's Brook; and thence in a northeasterly direction to the place of commencement, Halls' Bay and the Gander River, inclusive—

such water power or water powers shall be taken to be held under this Agreement: and the provisions of this Agreement, except clause 10 hereof in respect of the rights and privileges granted to the Company, shall apply to all works and business, and the materials for the construction and operation of the same, which may be constructed and carried on in connection with such last named water powers for the purpose of the manufacture of phosphate of ammonia, nitrate of ammonia, and other fertilizers, carbide of calcium, cement and their by-products; provided that if at the expiration of five years after acquiring such last-named water powers in said area on the East Coast, the Company shall not develop the same or any of them, then the provisions of this Agreement shall cease to apply to any such water power undeveloped.

2. Within two years from the date of this Agreement the Company undertakes to begin a survey of the Hamilton River and North-west River, in Labrador, and to finish the same within five years thereafter, and to furnish the Government with all necessary details and plans of such survey, and the Government undertakes that, if the Company expend within a period of ten years from the date hereof, in addition to the expenditure hereinafter provided, a sum of not less than five million dollars in Newfoundland or its Dependencies in connection with the extension of its business and operations, it will grant to the Company (so far as the Government can consistently with any grants, leases or licenses heretofore made and actually subsisting grant the same) the water powers on the Hamilton River from the head of Lake Winicapau to the sea, or, at the option of the Company, equivalent water powers, if obtainable, on North-west River, including rights to store at any point or points on the drainage area of the Hamilton or North-west River the surplus waters and to equalize the stream flow. It is agreed also that in the event of the storage or compensating dams built by the Company being, or becoming, of benefit to other companies operating powers on the said drainage area, such last-named companies shall pay to the Company a proportionate part of the cost of the said dams and of their maintenance and operation. If any of the said companies and the Company cannot agree as to the amount payable in respect of the said dams, the same shall be settled by arbitration in the manner provided by clause 3 hereof:

And it is further agreed that all the rights and privileges, duties and obligations granted to or imposed on the Company by this Agreement shall apply to the works and business of the Company in connection with the water powers in said drainage area: Provided, however, that on the Hamilton River the rights of equalizing the stream flow shall not permit the Company to raise the level of the natural tail-water discharge of Grand Falls. And the Government further undertakes that during the period of five years it will not grant to any person any water powers or water privileges within the said drainage area of that part of the Hamilton River above-named or of the North-west River, and shall not, during the succeeding period of five years, grant any such powers within the drainage area of the river required by the Company as hereinafter provided: Provided, nevertheless, that it shall be a condition of said grant in Labrador that the Company shall, within five years from the date thereof, expend in the development of said water powers and the construction and operation of its plant in Labrador, the further sum of ten million dollars, and that, if the Company do not expend the said sum within the said five years, then the grant of the said water powers in Labrador shall be void: And provided further, that the Company shall, within the period of five years from the date of this Agreement, elect as to whether it will require the said water powers on the Hamilton or the equivalent on the North-west River.

3. The Company agrees that it will furnish at any of its power houses in Labrador to any person or company engaged in any industry or employment not concerned with the manufacture of phosphate of ammonia, nitrate of ammonia, or other fertilizers, calcium carbide, cement or their by-products, or any of said substances or materials, within one hundred miles of any such power house, such electrical power as may be required for the operation of any such industry or employment, at a price to be agreed upon, and, failing such agreement, to be settled by arbitration. For the purpose of such arbitration the applicant for power shall appoint one arbitrator, the Company another and the Governor in Council a third, and the award of any two such arbitrators shall be final as to the price to be paid. Provided that the Company shall not be bound to furnish such electrical power to a greater quantity than 50,000 horsepower to all persons or companies requiring same.

4. The Government hereby confirms to the Company the grant of letters patent as follows, namely: No. 184, dated April 21st, 1914, for manufacturing phosphoric acids and phosphates, and No. 189, dated May 18th, 1914, for a method of making nitrogen compounds, and No. 190,

dated May 18th, 1914, for phosphoric acid products, and No. 193, dated July 25th, 1914, for a method of producing nitrogen and compounds, and No. 196, dated August 22nd, 1914, for a method of manufacturing ammoniated double superphosphates, and which patents have been granted to Jesse Critz King and by him assigned. And, notwithstanding anything contained in chapter 109 of the Consolidated Statutes (Second Series), entitled "Of Patents," such letters patent shall be valid and continue in full force for and during the period of twenty-one years from the date of the original patents, and all the provisions of this clause shall apply for the benefit of the Company to the said invention of the said Jesse Critz King of improvements in the method of manufacturing nitric acid if and when such patent shall be granted.

5. The Government hereby grants to the Company a fee simple mining grant of all that area of land at Humber River, commencing at a point, the north-east angle of Lot 31 of the Reid-Newfoundland Company, running thence north five miles and one quarter, thence west five miles, and south to the north boundary of mining location licensed to D. Morison on the 13th October, 1913, license No. 3165, running thence, by the said location, easterly and southerly to the north bank of the Humber River, thence by the north bank of the Humber River, aforesaid, westerly, to a point on the said bank of the said river, which is intersected by the production of the west boundary of Lot 31 granted to the Reid-Newfoundland Company, thence south to the Newfoundland Railway, and thence by the said railway to the place of commencement. Bearings from true meridian.

6. All the lands, waters, water powers, buildings, erections and all property whatsoever of the Company, shall be exempt from Municipal taxation.

7. The stock, dividends, debentures, debenture stock, mortgages and other securities of the Company shall also be exempt from taxation.

8. All construction materials and machinery for the Company's mills, factories and works for the purposes mentioned in clause 1 hereof, both for the original installation and further extension of same, but not in substitution for old, shall be admitted duty free into the Colony.

9. If at any time or times during the said term the Company shall be desirous of acquiring lands incident to flowage rights, or rights of way for telegraphs, telephones, power transmission lines, railways, tramways,

roads, or sites for mills, works, factories, warehouses, or for wharves, piers or docks, or other shipping facilities, in connection with the Company's operations for the purposes aforesaid, and within a distance of fifty miles therefrom, up to and not exceeding in the whole ten thousand acres, on lands belonging to and in the possession of the Crown, the Governor in Council shall, upon the request in writing of the Company, convey such lands to the Company at the price of thirty cents per acre.

10. If the Company shall be at any time or times desirous of acquiring lands incident to flowage rights, or rights of way for telegraphs, telephones, power transmission lines, railways, tramways, or roads, or sites for mills, works, factories, warehouses, or for wharves, piers, docks, or other shipping facilities not belonging to or not in possession of the Crown and in connection with the Company's operations for the purposes aforesaid and within fifty miles therefrom, and shall be unable to agree with the owners or occupiers of such lands as to the purchase money or compensation to be paid therefor, the Company, with the consent of the Governor in Council may enter and take such lands, and the purchase money or other compensation, to be paid by the Company to the owners or occupiers of such lands, shall be settled by arbitration in manner provided by section 55 of the Crown Lands Act. And, upon payment to the owners or occupiers aforesaid of the amount awarded in such arbitration, the said lands shall become and be the absolute indefeasible property of the Company.

11. The Company may at any time or times build, maintain and operate telephone and telegraph lines, for the purpose of its private business, that is to say, communicating between its factories, mills and camps, and construct and maintain and operate all necessary power transmission lines.

12. All phosphate rock, pyrites and electrodes, soda and bags and packages for distribution of Company's products, required by the Company for the purpose of the manufacture of phosphate of ammonia, nitrate of ammonia, or other fertilizers, calcium carbide, cement or their by-products, shall be admitted into the Colony free of duty.

13. All coal required by the Company for use in Labrador, for the purposes in the next preceding section named, shall be admitted into Labrador free of duty.

14. The Company hereby undertakes that it will at all times sell at

the Company's works, at the wholesale export price, and deliver at all railway stations in Newfoundland and will also deliver, at all ports of call of the Reid-Newfoundland Company's steamers in Newfoundland, freight free, any fertilizers manufactured by it, to residents of Newfoundland for the purposes of use in Newfoundland. It shall be unlawful to export any substances so purchased.

15. If the Company, in or by reason of the exercise of any of the rights hereby granted, submerge, destroy, damage or injuriously affect any private rights, interests, lands or property, and shall be unable to agree with the owner thereof as to compensation to be paid therefor, the Company, with the consent of the Governor in Council, may proceed with the exercise of the said rights, by these presents granted to the said Company, and the compensation to be paid by the Company to the owner, for or in respect to such rights, interests, lands or property, shall be settled by arbitration in the manner hereinbefore provided.

16. If the Company, in or by reason of the exercise of any of the rights hereby granted, submerge, destroy, damage or injuriously affect any public or Crown rights, interests, lands or property, the compensation to be paid by the Company to the Government for or in respect of such rights, interests, lands or property, shall be settled by arbitration in the manner hereinbefore provided.

17. If this demise shall not have been determined other than by effluxion of time, the Government will, at the request and cost of the Company, at the expiration of the term hereby granted, and again at the expiration of every further term of ninety-nine years, which may hereafter be granted under this covenant, grant to the Company, subject to the like covenants, provisions and agreements as are in and by these presents reserved and contained by way of renewal for the further term of ninety-nine years, to be computed from the expiration of the term hereby granted, a new lease of the said rights.

18. The Company undertakes to begin actual construction work upon its undertaking within two years from the date of these presents, and to expend a sum of five million dollars, within the Island of Newfoundland, in and about the business and operations of the Company within five years from the date of these presents, and if the Company fails to begin such work or expend such money within the times mentioned this agreement shall be void.

19. Any dam or dams erected by the Company shall be construct-

ed with proper log sluices and with necessary fish ladders which will provide for the passage of salmon and other fish.

20. Notwithstanding the grant of the water powers herein, all persons shall have the right to the temporary use of the said waters for the purpose of passing to and fro in small boats, and for the purpose of floating logs and lumber belonging to such persons to their mills; provided that such use shall not interfere with or prejudice the business or operations of the Company.

21. The Company shall provide by the construction of cranes for the passage of small boats at any of the dams built by the Company.

22. This Agreement is subject to approval and confirmation by the Legislature of the Colony.

In Witness whereof, His Excellency the Governor in Council has caused the Great Seal of the Island of Newfoundland to be affixed hereto and has signed the same, and the Company has caused its Seal to be affixed.

By His Excellency's Command,

(Signed), JOHN R. BENNETT,
Colonial Secretary.

[L.S.] (Signed), H. D. REID,
Director N. P. C. Ltd.

[L.S.] (Signed), R. G. REID,
Director N. P. C. Ltd.

5 GEORGE V., CAP. 5.

An Act respecting the Grand Bank Water Company.

[PASSED JUNE 5, 1915.]

SECTION

- 1.—Certain persons incorporated.
- 2.—Capital stock of company.
- 3.—Increase of capital.
- 4.—Certificates of stock and Government Guarantee.
- 5.—Annual meetings; Directors; Provisional directors.
- 6.—Special meetings.
- 7.—Votes of stockholders.
- 8.—Directors and officers, quorum, etc.
- 9.—Assignment of shares.
- 10.—Attachment of shares.
- 11.—Waste or improper use of water.
- 12.—Malicious injury to property of Company.
- 13.—Annual returns by Company.
- 14.—After 20 years Government may purchase undertaking.
- 15.—Duty of Company as to supply of water.
- 16.—Power to fix and levy water rates and assessments.
- 17.—Liability for payment of water rates and assessments.
- 18.—Appraisement.
- 19.—Inspection of books of appraisement and objections thereto.
- 20.—Collector—Powers and duties.
- 21.—Stipendiary magistrate may state case for Supreme Court where claim exceeds \$40.
- 22.—Rates on vessels.
- 23.—Water supply to vessels.

SECTION

- 24.—Duty on coal.
- 25.—Power to lay sewerage.
- 26.—Proprietors of buildings to connect with sewers.
- 27.—In default, Company may make connection and recover cost.
- 28.—Procedure.
- 29.—Connection with sewer subject to control of Company.
- 30.—Recovery of rates from absentees, etc.
- 31.—Power to enter buildings to which water is supplied.
- 32.—Directors may make regulations.
- 33.—Construction of cisterns, closets, etc.
- 34.—Penalty for obstructing officials of the Company.
- 35.—Power to cut off water from delinquent consumers.
- 36.—Exemption from rates of small tenements.
- 37.—Power of Governor in Council to assume management of undertaking.
- 38.—Effect on elective rights of shareholders.
- 39.—Power to Governor in Council to substitute its nominees for elected directors.
- 40.—Publication of such appointments.
- 41.—Powers and duties of Company as to opening streets, etc.
- 42.—Arbitration clause.
- 43.—Materials to be free of duty.

Whereas it is expedient to provide for a sufficient supply of water in the town of Grand Bank by the incorporation of a Company formed for that purpose upon the conditions hereinafter mentioned:

Be it therefore enacted by the Governor, the Legislative Council, and the House of Assembly, in Legislative Session convened, as follows:—

1. George A. Buffett, George R. Forsey, George Bell, Samuel Harris, John B. Patten, William Forsey, Simeon Tibbo, Thomas Foote, Allan MacDonald, M. D., Aaron F. Buffett, Geo. C. Harris, Samuel Piercey, John H. Forsey, Lionel B. Clarke, Robert Dunford, William Wood, George Dunford, John B. Foote, Thomas Stoodley, and all such other persons as may have associated with them for the purposes aforesaid, or may hereafter become stockholders in the said Company, and their respective successors, executors, administrators and assigns, shall be, and they are hereby united into a Company for the purposes aforesaid, and shall be a body corporate and politic in law, in fact and in name, by the style of

"The Grand Bank Water Company," and by that name shall have perpetual succession and a comon seal, with power to alter the same, and shall be capable in law of suing and being sued, impleading and being impleaded, in all courts and places whatsoever, and shall and may purchase, hold, receive, and assign lands and chattels, and do all such matters and things as may be necessary for the business of the said Corporation, and as to them, as such body politic and corporate, shall pertain to do.

2. The capital stock of the said Company shall consist of thirty thousand dollars, being in one thousand five hundred shares of twenty dollars each, payable at such time as the Directors of the said Company for the time being may appoint, and such sum or so much thereof as may be necessary, shall be applied to the purposes of constructing, completing and maintaining the water, sewerage and other works of the said Company, and for carrying into effect the purposes of this Act: Provided that, if the instalments payable by any stockholder shall not be paid at the time appointed by the Directors or within ten days thereafter, the amount paid up by such defaulter shall be forfeited and his share in the said Company sold on his account at public auction for the highest price that can be had for the same.

3. If found necessary for the purposes of this Act, it shall be competent for the Company, at a general meeting of the stockholders, to be called in manner hereafter directed, to extend their capital stock to the amount of forty thousand dollars in the whole, or of such proportion thereof as may be requisite, and such further stock shall be distributed in shares of the like amount, and be payable as before directed, and shall have the like advantages in all respects as are hereinbefore provided with respect to the stock first subscribed, but such extension shall not take place without the assent of the Governor in Council.

4. All certificates of stock issued by the said Company shall be signed by the President and countersigned by the Secretary of the said Company, and certified by the Colonial Secretary, and the holders thereof shall, on the production thereof to the President of the said Company, be entitled to receive out of the funds which shall be annually collected by the said Company, under the provisions of this Act, as a first charge thereupon, before the payment of any other moneys whatsoever, interest upon the amount of such stock at the rate of four per cent. per annum, and in default of payment by the said Company the said holders, upon production thereof at the office of the Minister of Finance, shall be entitled to receive from the funds of the Colony the said interest, which interest,

whether paid by the Company, or Colony, as aforesaid, shall be paid on the first days of January and July in each year.

5. The first general meeting of the stockholders shall be held at Grand Bank, at a time and place to be appointed by the parties named in the first section of this Act; or a majority of them, upon fourteen days' notice, in at least two newspapers, of which the *Royal Gazette* shall be one, and such meeting shall appoint seven persons, being each a stockholder, to be Directors of the Company for the then ensuing year, and upon the first Monday in July in each succeeding year, during the existence of the Company, a like general meeting, for the like purposes, and upon the like notice, shall be held at the place aforesaid: Provided that the parties named in the first section of this Act shall be the Directors of the Company, and exercise the same powers as if appointed by the shareholders under this Act, until the stockholders shall, at their first meeting, appoint Directors as aforesaid.

6. The Directors may at any time, of their own accord, or upon the requisition of the holders of eighty-five shares, call a general meeting of the stockholders for any special purpose, notice being given in manner as aforesaid.

7. At all general and annual meetings the stockholders shall vote by ballot, each shareholder being entitled to one vote for every share held by him. Rules and bye-laws may be passed for the government of the Company and the management of its business, and absent shareholders may vote by agents duly constituted for such purpose by written authority, provided that such agent shall be a shareholder in the said Company.

8. Of the directors to be elected, as aforesaid, four shall form a quorum, they shall elect a President from among their number, and in case a vacancy shall arise on the board, by the death, resignation or absence from the Colony of any member, the remaining directors shall fill up the vacancy from amongst the stockholders, the person so appointed holding office until next annual meeting. At every annual meeting the directors shall lay before the meeting, a full and unreserved statement of the affairs of the Company, they shall have power to appoint such officers and at such salaries as they may consider necessary for the general management of the Company's affairs and business, but such salaries shall, before being finally adopted by the Company, receive the approval of the Governor in Council.

9. The shares in the stock of the Company shall be assigned by en-

dorsement but under and subject to such rules as may be provided in that behalf; and no assignment of any share shall be valid unless the assignor shall have paid off all his liabilities actually due to the Company and until such assignment shall be entered in a book to be kept for that purpose.

10. The shares of any stockholders in the said Company shall be liable to attachment and execution by the service of a warrant of attachment on the president or secretary of the Company, and such service shall bind the shares of such stockholder for all beyond the amount of his liabilities actually due to the Company; and upon the production of a bill of sale from the Sheriff of such shares or upon an order of the Court to that effect, the Directors shall register a transfer of such shares to the purchaser thereof by virtue of the provisions of this Act.

11. If any person shall in any way obtain or use the water of the said Company without the consent of its proper officers, or shall wrongfully waste the same, such offender shall forfeit a sum not exceeding forty dollars, to be recovered with costs in an action at the suit of the Company in any Court of Record; provided that this section shall not extend to parties taking water from the public fountains hereinafter mentioned, nor to any use of the said water in case of a fire occurring in the said town.

12. If any person shall wilfully and maliciously put out of order, injure or destroy any pipe, fountain, hydrant, or any other work or material of the said Company, such offender, on conviction in a summary manner before any Justice of the Peace, shall forfeit a sum not exceeding twenty-five dollars, with costs of suit, and shall also pay, upon the order of such Justice, a sum equal to the amount of the damage so occasioned by him; and, in default of such payment, shall be imprisoned for a period not exceeding three calendar months, and it shall be lawful for any person who may witness the commission of such offence to apprehend, without warrant, and for any other person to assist in apprehending, such offender and to convey him before a Justice to be dealt with in manner aforesaid.

13. Copies of the annual statement of the Company's affairs shall be transmitted to the Colonial Secretary within twenty days after the annual meeting, and the Company shall forward as soon as possible thereafter a report from the Auditor General thereon.

14. If at any time after twenty years from the passing of this Act, it shall be deemed advisable by the Governor in Council, with the assent of the Legislature, that the water works and other property of the said Company shall be transferred to and vested in the Government of this

Colony, it shall be lawful for the Governor to cause a written notice to be given to the said Company, which shall be served upon the President, Secretary, Director or Manager of the said Company in this Colony, which notice shall state that the Government has decided upon becoming the holder of the said water works and other property, and is prepared to pay the shareholders in the said Company, upon production of their certificates as aforesaid, the amount of stock they may hold in the said Company as shown by the said certificates together with four per cent. interest from the time of the last payment of interest upon the amount of such stock; and after the expiration of one year from the time of the service of such notice, and the payment or tender of payment of principal and interest of the stockholders as aforesaid, all and singular the said water works and other property of the said Company shall become the property of His Majesty, for the benefit and public use of the Colony, and shall be thenceforth held free and discharged from all claims of the said Company or stockholders thereof, or any person whomsoever, and the Governor shall draw warrants on the Minister of Finance of this Colony for the payment to the several stockholders in the said Company of the principal and interest as aforesaid.

15. It shall be obligatory upon the said Company to cause a sufficient supply of pure and wholesome water to be conveyed in pipes and mains through such streets in the said town as the Governor in Council may direct, and to erect in such places as the Governor in Council may direct, fountains for the supply of water, and to establish hydrants throughout the said town, as the Governor in Council may think necessary.

16. It shall be lawful for the Directors of the said Company, subject in all cases to the approval and control of the Governor in Council, from time to time, to fix and establish water rates and assessments under this Act, at such amounts as may be necessary for the purposes of this Act; all which rates and assessments shall be levied, collected and paid in advance half yearly; provided always, that notice of any change in the rates of assessments aforesaid shall be given by publication in the *Royal Gazette*.

17. As soon as the water works shall be in operation, the owners and occupiers of all houses and other buildings along which pipes shall have been laid and within three hundred yards of any such pipes, shall pay semi-annually, in advance, in manner herein provided, the rates and assessments imposed by the sixteenth section of this Act; provided that the Government buildings, churches, public schoolhouses, and buildings

belonging to charitable bodies, shall be exempt from the assessment; provided also, that in establishing any water rate, regard shall be had, not only to the rent value of the premises supplied with water, but also to the quantity of water which may be supplied, whether for trading, manufacturing, shipping or other purposes.

18. For the purpose of ascertaining the amount of such water rates and assessments, it shall be lawful for the Governor in Council, from time to time as may be necessary, to appoint one or more appraisers, who shall be sworn before a Justice of the Peace faithfully to discharge the duties of their office; and it shall be the duty of such appraisers to appraise the ground rents of all houses and other buildings along which the pipes of the said Company shall have been laid, and within three hundred yards of such pipes; also the profit rent of such houses and buildings, and also the rent value of the same, at such time and times as may be deemed necessary by the Governor in Council during the continuance of this Act; and when such appraisalment shall be completed, they shall deposit the book or books of such appraisalment with the Stipendiary Magistrate of Grand Bank.

19. Such book or books of appraisalment shall be open to the examination of all parties interested therein, and after the expiration of fourteen days after it or they shall have been so deposited, the Stipendiary Magistrate at Grand Bank shall, at certain times within fourteen days thence following, to be notified in a public manner, hear and determine applications for the revision of such appraisalment; and it shall be competent for any person therein interested, by a notice in writing, to be filed in the office of the said Stipendiary Magistrate, and served on the said appraiser or appraisers within the fourteen days first mentioned, to object to the amount for which his property or interest therein may have been appraised, which objection the said Stipendiary Magistrate shall hear and determine, and amend or confirm the appraisalment accordingly; and, after the expiration of the time fixed for such revision, the said appraisalment shall be final and binding on all parties until a new appraisalment and revision shall have been made.

20. The collector of the said Company shall give sufficient security faithfully to discharge the duties of his office as such collector, and shall, after the completion of such appraisalment, and as soon as the directors of the said Company shall have ascertained the amounts to which the several parties mentioned or interested therein shall be liable to pay towards the said water rates and assessments, which they are hereby authorized to do, collect from the parties respectively liable in that behalf their

contributions towards such water rates or assessments; and in case any person so liable shall neglect or refuse to pay such contribution, the same may be recovered with costs in a summary manner by a suit before the Stipendiary Magistrate for Grand Bank brought in the name of the said Company; provided that service of process upon the agent of any absent or non-resident defendant shall be service upon the principal, and also that in any action it shall be deemed good service of process upon the defendant if the same be left at the residence of the defendant.

21. All judgments, orders, or proceedings of the said Stipendiary Magistrate hereafter to be made or had in any suit or action for the recovery of such water rates or assessments, or either of them, shall be final and binding upon the parties thereto; and no such suit, action, judgment, order or proceeding shall be removable by certiorari or otherwise; provided that in any action, for a rate or assessment above forty dollars, it shall be competent for the Stipendiary Magistrate, upon the application of either party, to be made at the hearing, to state a case for the opinion of the Supreme Court upon any question of law arising upon the trial, and the opinion of the Supreme Court shall govern the determination of the Stipendiary Magistrate.

22. There shall be paid by the masters or owners of all vessels owned in Grand Bank, entering the port of Grand Bank, a rate of ten cents per ton on the tonnage of such vessels, and by the master or owner of all other vessels entering the port of Grand Bank a rate of five cents per ton on the tonnage of such vessel, which rate shall be applied to the support of the Company, and shall be collected and recovered in the same manner and by the like means as light dues are now collected and recovered in the said port of Grand Bank, or by summary proceedings before the Stipendiary Magistrate for Grand Bank, as other assessments are herein provided to be recovered; provided that no vessel shall be compelled to pay water rates oftener than once in each year, nor to a greater amount, whatever its tonnage may be, than twenty dollars.

23. In consideration of the payments of such rates the vessels paying the same shall be entitled to receive from the hose of the Company, at any wharf, within reach of the hydrant, at which such vessels may lie, a full supply of water upon each occasion of such payments without further charge, and the master shall also be at liberty upon all other occasions to take water from any of the public fountains in the said port.

24. There shall be raised, levied, collected and paid upon all coals

imported into the port of Grand Bank a duty of fifty cents per ton, the proceeds of which shall be appropriated by the Governor in Council to the purposes of the said Company.

25. It shall be lawful for the said Company, subject to the direction of the Governor in Council, to open and construct throughout the town of Grand Bank and the several places and streets thereof, such and so many drains and sewers as may be necessary for the efficient drainage and sewerage thereof.

26. The said Water Company shall be empowered to compel all proprietors of houses and buildings in the said town of Grand Bank to make and construct one or more sufficient covered drains or sewers of imperishable materials, and of not less than eight inches diameter, leading from such houses and buildings or from the yard (if any) belonging to the same, to and into some public drain or sewer within the said town, or to and into some place of deposit to be approved of by the directors of the said Water Company.

27. Should any person or persons, being proprietor or proprietors of houses and buildings aforesaid, refuse to make and construct such covered drains communicating with the sewers, as aforesaid, it shall be lawful for the said Grand Bank Water Company, their servants or contractors, after ten days' notice in writing to such party, to enter into and upon said houses and buildings or yards, as the case may be, and thereto make and construct one or more sufficient covered drains or sewers leading to the main drains or sewers as aforesaid; and the costs and expenses of such drains connecting with the said main drains or sewers shall be paid by the said parties, who shall be liable for the same as provided by this Act, and that the payment for the construction of the said drains or sewers in the twenty-sixth and twenty-seventh sections shall be made and contributed for in the following proportions, namely: Parties who have built on land or are assignees, where there is a term of under seven years to run, the whole to be paid by the landlord; when the term is from seven to fourteen, one-third to be paid by the lessee or assignee and two-thirds by the landlord; when from fourteen to twenty-one years, two-thirds by the lessee or assignee, and one-third by the landlord; and where the person is the freehold owner the whole value by such owner.

28. The cost and expense of such drains connecting with the main sewers, aforesaid, when made or constructed by the said Grand Bank Water Company, shall be recoverable by an action or actions to be brought,

tried and determined, in a summary manner, in the name of the said Grand Bank Water Company, before the Stipendiary Magistrate for Grand Bank, and shall, with costs to be levied upon the party so in default by warrant of distress or attachment, be applied to the cost and expenses of such connecting drains as are before mentioned.

29. Any proprietor or proprietors of any such house, building or yard aforesaid, who shall himself make and construct any such drain or sewer aforesaid, shall, before proceeding with the same, give two days' notice to the said Grand Bank Water Company of his intention in their behalf, and such construction shall be subject to the supervision and control of the said Grand Bank Water Company, in order that it may be effectual for the purpose for which it is designed, and may not in any way damage or interfere with the construction or flow of main drains.

30. When any person shall make default in payment of any rate or assessment payable by virtue of this Act, and such person shall reside beyond ten miles of the town of Grand Bank or be absent from the Colony, and shall not have any known agent in the said district, or in the absence of such person from this Colony he shall have no known agent therein, notice of such indebtedness shall be posted on the door of the Court House at Grand Bank and served upon the person in possession of the premises for which the rate is payable; or if no person be in possession, affixed upon some part of the said premises and such affixing of notice or service shall be deemed good service, and judgment may be entered by default against the person liable for such rate or assessment as if such person had been personally served with a summons; provided the Stipendiary Magistrate shall so order.

31. The directors of the said Company, and every person authorized by them for that purpose, shall have free access between the hours of eleven in the morning and four in the afternoon, to all parts of every building in which water from the pipes of the said Company is delivered and consumed.

32. The directors of the said Company may, from time to time, with the approval of the Governor in Council, make such regulations as shall be necessary or expedient for the purpose of preventing the waste or misuse of water, and therein amongst other things to prescribe the size, description, strength and location of the pipes, cocks, cisterns, and other apparatus to be used, which regulations shall be published in the *Royal Gazette* and one other newspaper for one month previous to coming into operation.

33. Every cistern or other receptacle for water and every closet, soil-pan and bath which shall be supplied with water by the Company, shall be so constructed and used as effectively to prevent the waste, misuse or undue consumption of water and the flow and return of foul air or other noisome or impure matter into the mains or pipes of the Company or into any pipes connected or communicating therewith; and the Company shall not be bound to supply water into any cistern or other receptacle or water-closet, soil-pan or bath, which shall not be so constructed.

34. If any person shall wilfully or maliciously hinder or interrupt or cause, or procure to be hindered or interrupted the said directors, their managers, contractors, agents or servants, or any person acting under the authority of the said Company, in the exercise of any of the powers in this Act, authorized or contained, or in any of the regulations to be made as aforesaid, or shall do any act in violation of this Act, or the said regulations, such persons shall, on conviction thereof, forfeit and pay for every such offence a sum not exceeding forty dollars, to be recovered in the name of the said Company in a summary manner before a Stipendiary Magistrate, and to be applied to the purposes of the Company.

35. If any person supplied with water by the said Company wrongfully does, or causes, or permits to be done, anything in contravention of any of the provisions of the last two preceding sections, or of the regulations aforesaid, or wrongfully fails to do anything which under either of the last two preceding sections or the said regulations, ought to be done for the prevention of waste, misuse, undue consumption or contamination of the water of the said Company, the said Company may, without prejudice to any remedy against him in respect thereof, cut off any of the pipes, by or through which water is supplied by the said Company to him or for his use and may cease to supply him with water so long as the cause of injury remains, or is not remedied.

36. Occupiers of houses or tenements of less annual value than twenty-five dollars a year, shall be exempt from the payment of water rates.

37. It shall be lawful for the Governor in Council at any time he may deem it expedient to annul and cancel the offices of the directors appointed by the said Company, or the parties named in the first section of this Act, acting as directors, and thenceforth to assume the direction and management and to direct and manage the affairs and business of the said Grand Bank Water Company, and fix and establish rates and assessments

and all matters incidental thereto, in as full and ample a manner as might have been exercised by the said directors; and further it shall be lawful for the Governor in Council to abolish all or any of the offices which may be in connection with the said Company, and to make such appointments and at such salaries as he may consider expedient for the efficient management of the affairs of the said Company.

38. In the event of the Governor in Council, in pursuance of the power vested in him by the preceding section of this Act, cancelling and annulling the offices of the said directors, the power vested in the shareholders to choose directors shall henceforth cease and determine.

39. It shall be lawful for the Governor in Council at any time to nominate and appoint a person or persons in substitution for the said directors whose offices may be cancelled or annulled. The person or persons who may be appointed in pursuance of this section shall have and exercise all the power and authority by this Act vested in the said directors,

40. The appointment made in pursuance of the three next preceding sections of this Act shall be published in the *Royal Gazette* and laid before the Legislature at its then next sitting.

41. It shall be lawful for the said Company to break, dig and trench the streets, squares, public places and lands in and near the town of Grand Bank as may be necessary, observing all proper precautions for the safety and convenience of the public, and for the purposes of this Act, from time to time, after compensation made or tendered to the owner in that behalf, to enter upon, excavate, trench or to take, possess or hold, as the property of the Company, the lands of private parties in or near the said town.

42. Should any person whose land shall have been so entered upon, excavated or taken as aforesaid, deem the amount tendered to him by the Company insufficient compensation for any injury sustained by him by any act of the Company, their agents or servants, or for any portion of his land, tenements or premises appropriated or used by the Company, it shall be competent for such person to appoint one arbitrator and the said Company another, and such two arbitrators shall appoint a third, and the award of any two of them, signed by them, after hearing both parties and their witnesses as to such compensation, shall be final and binding. Should either party neglect or refuse, upon being required by the other to appoint an arbitrator, within ten days after being so required, or should the two arbitrators when so appointed not agree to the appointment of a third

within ten days after their appointment, it shall be lawful for the Supreme Court of this Island, or any Judge thereof, upon the application of either party, to appoint an arbitrator for the party refusing, omitting or neglecting to make such appointment, and the arbitrator when so appointed shall have the same power in all respects as if appointed by either party, or by the two arbitrators.

43. All pipes, hydrants, hose, engines and other materials necessary for the construction and maintenance of the works of the said Company, shall be admitted into this Colony duty free.

5 GEORGE V., CAP. 7.

An Act to Incorporate the Patriotic Fund.

[PASSED JUNE 5, 1915.]

SECTION

- 1.—Short title.
- 2.—Certain persons incorporated.
- 3.—Objects of corporation.
- 4.—Funds of corporation.
- 5.—Executive committee.
- 6.—Distribution of funds.
- 7.—Branches, etc.
- 8.—Investment of funds.

SECTION

- 9.—Audit of accounts.
- 10.—Immunity of corporation and members from liability for acts, etc., of agents, etc.
- 11.—Ex officio members.
- 12.—Situation of office.
- 13.—Bye-laws.
- 14.—Payment of expenses.
- 15.—Dissolution.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. This Act may be cited as “The Newfoundland Patriotic Fund Act, 1915.”

2. His Excellency Sir W. E. Davidson, Governor of Newfoundland; Right Honorable Sir E. P. Morris, P.C., K.C.M.G.; Hon. M. P. Cashin, Hon. J. R. Bennett, Hon. E. R. Bowring, Hon. P. T. McGrath; J. M. Kent, Esq., K.C.; Hon. J. Harris, Hon. J. D. Ryan, Hon. J. Harvey, Hon. G. Knowling, Hon. M. G. Winter; W. D. Reid, Esq.; W. B. Grieve, Esq.; C. P. Ayre, Esq.; A. Macpherson, Esq.; D. Baird, Esq.; J. Browning, Esq.; J. S. Munn, Esq.; W. J. Ellis, Esq.; Dr. V. P. Burke; Eric Bowring, Esq.; Captain H. A. Timewell, Captain A. Montgomerie, and such other persons as may be from time to time nominated by the Governor in Council, are hereby declared to be a body corporate and politic, with perpetual succession and a common seal, and are hereby incorporated under the name of “The Newfoundland Patriotic Fund.”

3. The objects of the corporation shall be to collect, administer and distribute the fund hereinbefore mentioned for the assistance, in case of need, of the wives, children and dependent relatives of officers and men, residents of Newfoundland, who, during the present war, may be on active service with the naval and military forces of the British Empire and Great Britain’s allies.

4. There shall be vested in the corporation—

(a) Any moneys, securities and other property which are now in the

hands of or under the control of the association known as the Patriotic Association, or of the committee or officers of such association;

(b) All moneys at any time contributed to be expended or distributed by or through the corporation hereby created.

5. The affairs of the corporation shall be administered by an executive committee, consisting of a president and such other officers and members as the corporation may from time to time determine.

6. The corporation shall, subject to the provisions of this Act, pay, apply, or distribute to the best of its judgment, in such manner among the persons entitled to share therein, and in such amounts as, in the absolute and uncontrolled discretion of the corporation, seems proper or advisable; and the corporation shall take such means as it thinks necessary or advisable to ascertain who are entitled to share in the said fund, and to what extent and in what manner the persons entitled will be relieved by the corporation.

7. The corporation shall have the power to establish branch or local organizations throughout Newfoundland and to co-operate with any association or organization established in any place in Newfoundland, for purposes similar to those of the corporation, upon such terms and conditions as the corporation may by by-law determine.

8. Pending the final distribution of the funds, the corporation may—

(a) Invest it in the public consols, stocks, bonds, debentures, or other securities of the United Kingdom, or of any Dominion or Dependency thereof, or in the debentures, bonds, stocks or other public securities of Newfoundland; or

(b) Deposit it with any bank doing business in Newfoundland.

9. On and from the thirty-first day of December, one thousand nine hundred and fifteen, the accounts of the corporation shall be audited by the Auditor General of Newfoundland, and a report of such audit, with such further statement as seems proper, shall be published as the corporation directs; and the said auditor, or his successor in office shall be the auditor of the corporation.

10. Except as provided for by the next preceding section, and ex-

cept as to any fraudulent act or fraudulent omission of the corporation, the corporation shall not, nor shall any of its members, be liable or in any way answerable for any of the acts, errors, or omissions of the corporation or of any of its officers, members, employees, or agents, with respect to the receipt, expenditure, or distribution of the said moneys, or of any portion thereof, or in any other respect in carrying out the objects of this Act.

11. Until the corporation is dissolved as hereinafter provided, the Governor, the Prime Minister, the President and members of the Legislative Council, the Speaker, and members of the House of Assembly, the Chief Justice and Judges of the Supreme Court, all Stipendiary Magistrates of the Colony, the Mayor of St. John's, and the successors in office of all such persons, shall be members of the corporation.

12. The office of the corporation shall be in the city of St. John's.

13. Subject to the provisions of this Act, the corporation may make by-laws, rules and regulations as to the holding of its meetings, the admission of additional members to the corporation, the appointment and duties of its officers and employees, the appointment of members to fill vacancies, the quorum at meetings, and generally the internal government of the corporation and the carrying out of the objects of this Act.

14. The corporation may, out of the moneys vested in it, pay all expenses it thinks necessary or proper to incur, or which it considers have been properly incurred by the said corporation, or on its behalf, in connection with the carrying out of the objects of this Act or of the work of the said corporation or of the committees thereof.

15. When the purposes for which the corporation is created have been fully carried out, completed and finished, the corporate powers of the corporation shall be deemed to have ceased and the corporation to be dissolved.

6. GEORGE V., CAP. 1.

An Act to Incorporate "The Union Electric Light and Power Company, and for other purposes."

[PASSED MAY 4, 1916.]

SECTION

- 1.—Incorporating clause.
- 2.—Capital Stock.
- 3.—Limitation of liability.
- 4.—Location of Head Office.
- 5.—Directors.
- 6.—Commencement of operations.
- 7.—General powers. of Company.
- 8.—Right to erect poles and wires.
- 9.—By-laws.
- 10.—Transfer of stock.
- 11.—Increase of capital.

SECTION

- 12.—Borrowing powers.
- 13.—Rights and privileges.
- 14.—Exclusive rights. Proviso.
- 15.—Liability to taxation.
- 16.—Liability for torts.
- 17.—Expropriation of private property.
- 18.—Compensation therefor.
- 19.—Commencement and completion of works. Proviso.
- 20.—Free entry for construction material.

Whereas Dugald White, Joseph Perry, and John Guppy, have by their petition prayed for an Act of Incorporation under the name of "The Union Electric Light and Power Company," for the purpose of lighting the streets and buildings of the towns of Trinity, Catalina, and Bonavista, and the adjacent towns and settlements by electricity, for operating street car services in and about the said places, and for other purposes, and also for the right to use for the said purposes the waters of certain lakes and streams situate at the South West Arm of Catalina, at Little Catalina, at Champney's and at Trinity, to wit:—Diamond's Long Pond, Gull Pond, and their lakes and tributaries, and the waters flowing from Diamond's Long Pond into the South West Arm of Catalina Harbour; Little Catalina Brook emptying into Little Catalina; Salmon Cove Brook emptying into Champney's; and Trinity Pond, Rattling Pond and its lakes and tributaries and the outlet to the North West Arm of Trinity and the waters also of North West Brook to its outlet in the North West Arm of Trinity.

And Whereas it is expedient to grant the prayer of the Petitioners;

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. The said Dugald White, Joseph Perry and John Guppy, and such other persons as shall hereafter become shareholders of the said Company are hereby constituted a body Corporate and Politic, under the name of "The Union Electric Light and Power Company."

2. The capital of the Company shall be two hundred thousand dollars, in shares of ten dollars each, but the capital stock may be increased by the shareholders as hereinafter provided.

3. The liability of a shareholder shall be limited to the amount unpaid on his shares.

4. The Head Office of the Company shall be situate at Trinity, Catalina, Bonavista or St. John's, as may be decided by the shareholders at its first general meeting.

5. The said Dugal  White, Joseph Perry and John Guppy, shall be provisional Directors of the said Company to open subscriptions for stock and to organize said Company, and shall hold office until the election of Directors as hereinafter provided:

- (a) When twenty thousand dollars of the capital stock has been subscribed, the provisional Directors shall call a general meeting of the shareholders, first giving two weeks' notice thereof by advertisement in the *Royal Gazette* and one other newspaper published in Newfoundland, and at said meeting a board of Directors shall be elected.
- (b) The Board shall consist of five shareholders, each of whom shall be a shareholder of not less than ten shares.
- (c) The election of Directors and the decision of other questions at such or any meeting shall be by a majority of the votes of the shareholders present in person, or represented by written proxies, each share to have one vote.
- (d) The Directors so and thereafter chosen shall immediately select one of their number to be President, and another to be Vice-President.
- (e) The President, Vice-President and Directors shall continue in office for one year, and until others shall be chosen to fill their place, and if any vacancy shall at any time happen by death, resignation, or otherwise, during the said or any year in the office of the President, Vice-President or Directors, the remainder of the said Directors shall supply such vacancy for the remainder of the year. And after the first election, such Directors shall be chosen at a meeting to be held during November in each year at the office of the Company.

(f) If the election of Directors be not made as appointed by this Act, the Company shall not for that reason be dissolved, but the shareholders may hold the election on any other day in the manner provided for by a by-law passed for that purpose, or in the event of there being no by-law in that behalf, then at any special meeting of the shareholders to be called by the President or the Vice-President for the purpose, and all the acts of Directors, until their successors are elected, shall be valid and binding upon the Company.

6. As soon as the stock to the amount aforesaid shall have been subscribed, and twenty per cent. thereof paid up, the Company may commence operations and exercise the powers hereby granted.

7. The Company are hereby authorized and empowered to construct, lay down, establish, fix and carry out all necessary cables, wires, lines, accumulators, lamps and works, and to generate, accumulate, distribute and supply electricity for motive power, and to light the streets, buildings, houses and places, both public and private, and supply said buildings with heat by means of electricity, and to lay down rails and operate street railways, in the towns of Trinity, Catalina, Bonavista, and adjacent towns and settlements; and the said Company may purchase, lease, hold or acquire any landed or other property necessary for carrying on the operations of the Company, and may construct and maintain all necessary power houses, works, buildings, appliances and conveniences connected therewith.

8. The said Company shall have the right to erect poles and wires in and through the streets of said towns and country adjacent thereto, for the purpose of distributing the electricity provided by them at any power house or power houses or otherwise as aforesaid.

9. The Directors shall have full power to make all by-laws for the management of the Company, the allotment, management and disposition of its shares, stock, debentures, bonds, property and effects and of its affairs and business, the making and collecting of calls on its shares and stock, the forfeiture thereof for non-payment, the entering into agreements and contracts with any corporation, municipality or person, the declaration and payments of dividends out of the profits of the Company, the form of issuing stock and share certificates, and the transfer of shares, the calling of special and general meetings of the Company, the appointment, removal and remuneration of all officers, clerks, workmen and ser-

vants of the Company, and, in general, to do all things that may be necessary for carrying out the objects of the Company, and for the exercise of any powers incident thereto.

10. The stock of the said Company shall be deemed personal estate and shall be transferable in such way as the Directors shall by by-law direct, and the Directors of the said Company may refuse to allow any transfer to be made of shares or stock in the said Company not fully paid up.

11. The Directors of the said Company may, from time to time, increase the capital of the said Company by such amount or amounts as occasion may require; provided always that the consent of two-thirds in value of the shareholders of the Company present in person, or represented by proxy, shall be first had and obtained, at a special meeting to be called and held for the purpose aforesaid.

12. (1) The Directors of the Company, under the authority of the shareholders to them given, at any special general meeting called for the purpose, at which meeting shareholders who represent at least two-thirds in value of the subscribed stock of the Company, and who have paid all calls due thereon, are present in person or represented by proxy, may issue bonds, debentures or other securities, signed by the President or Vice-president, and countersigned by the Secretary (which signature and counter-signature may be engraved in case of coupons attached to any such bonds or debentures), and such bonds, debentures or other securities may be made payable at such time, and in such manner, and at such place in Newfoundland or elsewhere, and may bear such rate of interest, and may be made payable in such currency as the Directors think proper.

- (a) The Directors may issue and sell, or pledge, all or any of the said bonds, debentures or other securities at the best price, and on the best terms and conditions which at any time they may be able to obtain, for the purpose of raising money for prosecuting the said undertaking.
- (b) No such bond, debenture or other security shall be for less than twenty dollars.
- (c) The power of issuing bonds conferred upon the Company hereby shall not be construed as being exhausted by such

issue, but such power may be exercised from time to time upon the bonds constituting such issue being withdrawn or paid off and duly cancelled.

(2) The Company may secure bonds, debentures, or other securities by a mortgage deed creating such lien, charge and incumbrance upon the whole of such property, assets, rents, and revenues of the Company, present or future, or both, as are described in the said deed; but such rents and revenues shall be subject, in the first instance, to the payment of the working expenses of the undertaking.

(a) By the said deed the Company may grant to the holders of such bonds, debentures or other securities, or to the trustees named in the said deed, all and every the powers, rights and franchises granted by this Act in respect of said bonds, debentures or other securities, and all powers, rights and remedies, not inconsistent with this Act which may restrict the said holders in the exercise of any power, privilege or franchise granted by this Act, as the case may be; and all powers, rights and remedies so provided for in such mortgage deed shall be valid and binding, and available to the said holders in manner and form as therein provided.

(3) The bonds, debentures, or other securities hereby authorized to be issued shall, subject to the lien hereinbefore provided, be taken and be considered to be a first or preferential claim and charge upon the Company, and upon the privileges acquired under this Act or otherwise, and upon the undertaking, tolls and incomes, rents and revenues, and landed or other property thereof, at any time acquired.

(a) Each holder of the said bonds, debentures or other securities shall be deemed to be a mortgagee or encumbrancer upon the assets subject to the said securities *pro rata* with all the holders of any such bonds, debentures or securities; and no proceedings authorized by law or by this Act shall be taken to enforce payment of the said bonds, debentures or other securities, or of the interest thereon, except through the trustee or trustees appointed by or under such mortgage deed.

(4) If the Company make default in paying the principal of or interest on any of the bonds, debentures or other securities:

hereby authorized, at the time when the same, by the terms of the bond, debenture or other security, became due and payable, then at the next annual general meeting of the Company, and at all subsequent meetings, all holders of any bonds, debentures or other securities, in respect of which such default as aforesaid then still continues, shall, in respect thereof, have and possess the same rights and privileges and qualifications for being elected Directors and for voting at general meetings as would attach to them as shareholders if they held fully paid up shares of the Company to the corresponding amount.

- (a) The rights given by this sub-section shall not be exercised by any such holder unless it is so provided by the mortgage deed, nor unless the bond, debenture or other security, in respect of which he claims to exercise such rights, has been registered in his name, in the same manner as the shares of the Company may be registered in the Company's books, at least ten days before he attempts to exercise the right of voting thereon, and the Company shall be bound, on demand, to register such bonds, debentures or other securities, and thereafter any transfer thereof, in the same manner as shares or transfers of shares.
- (b) The exercise of the rights given by this sub-section shall not take away, limit or restrain any other of the rights or remedies to which the holders of such bonds, debentures, or other securities, are entitled under the provisions of the mortgage deed.
- (5) All bonds, debentures or other securities hereby authorized may be made payable to bearer, and shall in that case be transferable by delivery until registration thereof, as hereinbefore provided, and while so registered they shall be transferable by written transfers registered in the same manner as in the case of the transfer of shares.

13. "The Union Electric Light and Power Company" shall have all licenses, rights and privileges necessary for the proper and efficient use of electric power to light the aforesaid towns and streets and buildings thereof, to heat the buildings in said towns and to operate street railways, including the right to use the streets and highways for the purpose of laying rails and of inserting and maintaining poles for supporting the

wires conveying electric power, but no such poles shall be less than twenty feet in height above the ground.

14. For the purpose aforesaid the Company is hereby granted, subject to the provisions of the Crown Lands Acts, the exclusive right to use the waters of the lake or pond known as Diamond's Long Pond, situate near the South West Arm of Catalina, and of the following lakes and streams situate at the South West Arm of Catalina, at Little Catalina, at Champney's and at Trinity, to wit: Gull Pond and lakes and tributaries, and the waters flowing from Diamond's Long Pond into the South West Arm of Catalina Harbor; Little Catalina Brook emptying into Little Catalina; Salmon Cove Brook emptying into Champney's; and Trinity Pond, Rattling Pond and its lakes and tributaries and the outlet to the North West Arm of Trinity, and the waters also of North West Brook to its outlet in the North West Arm of Trinity, and the exclusive franchise for the lighting by electricity of the aforesaid streets and highways in, to and from the aforesaid towns, and the buildings in the aforesaid towns, and within five miles thereof, for a period of twenty years from the date of the passing of this Act; provided that the Government or other body having charge of the affairs of the towns of Trinity, Catalina, and Bonavista, may at any time from the date of this Act, purchase the said rights and franchises of the said Company as a going concern, upon giving to the Company twelve months' notice of their intention so to do, and in case the Government or other body shall decide to exercise the right reserved by this section, the rights and franchises of the said Company shall be appraised by three arbitrators, one to be appointed by the said Company, one by the Government or other body as aforesaid, and the third by the said two so appointed; and in the event of the said two arbitrators not agreeing upon a third, then such third arbitrator shall, upon the application of either party within one month after due notice to the other, be appointed by the Supreme Court, and the award of any two of such arbitrators shall be binding and final between the parties.

15. The Company shall be liable for water rates on all lands and buildings owned by it in the aforesaid towns, but otherwise the Company shall be exempt from taxation.

16. Whenever any losses, damages or injuries shall be caused by the Company, its officers, agents, servants or contractors, in building, operating or maintaining works contemplated hereunder, to the property of any of the aforesaid towns, the Company shall be liable to make good the same or, in default thereof, the Company may be sued as for an or-

dinary tort in any Court of competent jurisdiction in Newfoundland, and the amount of such damage, together with costs, may be recovered against the said Corporation in any such suit.

17. If the Company finds it necessary for the efficient construction, maintenance and operation of its work, or for any purpose connected therewith, the Company may, with the sanction of the Governor in Council, enter upon and assume possession of and appropriate for any of the purposes mentioned in this section, any lands belonging to any persons or corporations that may be necessary for the opening, construction, maintenance or operation of all or any of its work, or for the erection of any buildings requisite for maintaining or operating the same, and may enter upon and remove therefrom any houses or buildings and other obstructions which may be upon such land.

18. For the purpose of ascertaining the damage that may be occasioned to any person or corporation whose interest in any lands or tenements may be in any way affected under the preceding section of this Act, the said Company shall appoint one arbitrator, the person interested in the said land another, and the two arbitrators so appointed shall appoint a third or umpire; and in the event of the person so interested in the land failing to appoint an arbitrator after seven clear days' notice so to do, then the said Company may apply to the Supreme Court or a Judge thereof, who shall, after due notice to the said person interested in the land, appoint such arbitrator, and the arbitrators so appointed by the said Company and the Court or Judge shall thereupon appoint a third arbitrator, and if the said two arbitrators shall refuse or neglect to appoint such third arbitrator, after seven clear days notice from the Company so to do, the Supreme Court or a Judge thereof shall, on the application of the Company, appoint such third arbitrator; and the award of such arbitrators, or any two of them, shall be final and binding between the parties.

19. The Company shall, within three years from the passing of this Act, proceed with the construction of works which may be necessary for the installation of the lighting of the streets and buildings of the aforesaid towns, and shall fully complete said works and operate the same within six years from the passing of this Act; provided that if the Company shall not have proceeded with the construction of said works and have the said works fully completed and in operation in any one of the aforesaid towns of Trinity, Catalina and Bonavista, within the period mentioned in this section, all rights, powers and privileges and advantages

granted to the said Company by this Act shall cease and determine in the towns in which the said works may not be completed at such time.

20. All plant, machinery, rolling stock, implements, apparatus, tools, utensils and materials necessary for the original construction of the said lighting, heating and power and street railway systems and extensions thereof shall be admitted into the Colony free of duty.

6. GEORGE V., CAP. 2.

An Act to Incorporate the Salvation Army.

[PASSED MAY 4, 1916.]

SECTION

- 1.—Incorporation clause.
- 2.—Vesting of Salvation Army property in Corporation.
- 3.—Vesting of trust, etc., property in Corporation.
- 4.—Power to acquire property.

SECTION

- 5.—Power to dispose of property.
- 6.—Perpetual succession.
- 7.—Power to appoint attorney.
- 8.—Recognition of present General.
- 9.—Proof of appointment of successor.

Whereas the voluntary community or society of Christian persons known as "The Salvation Army," which was founded in England by William Booth, usually known and designated as General of the Salvation Army, has carried on in the Colony of Newfoundland for many years its work of religion, charity and benevolence, in pursuance of the objects and purposes and according to the principles of organization, administration and discipline described in the following documents, that is to say:

- (1) A Deed Poll dated the 7th day of August, 1878, made by William Booth and duly recorded in the Chancery Division of His Majesty's High Court of Justice in England, by which it was declared that a Society had been formed under the name of "The Christian Mission" for the purposes mentioned in the said deed;
- (2) A Deed Poll dated the 24th day of June, 1880, made by the said William Booth and duly recorded as aforesaid, by which it was declared that the name of the said Society had been changed to "The Salvation Army"; and
- (3) A Deed Poll made by the said William Booth and recorded as aforesaid on the 22nd day of July, 1904, by which the purposes and objects of The Salvation Army were more fully set forth and declared.

And whereas in and by the said Deeds it was declared that the General of the Salvation Army should have power to acquire any real or personal property which might in his judgment be required for the purposes of the Salvation Army and the said William Booth was declared the first General

of the Salvation Army and provision was made for the appointment of subsequent Generals of the Salvation Army;

And whereas the said William Booth died on the 20th day of August, 1912, and William Bramwell Booth was duly appointed the General of the Salvation Army in succession to the said William Booth;

And whereas in connection with, and as part of the work and purposes of the Salvation Army, there have been established in Newfoundland various educational, hospital and other charitable and philanthropic works, which are now being carried on therein;

And whereas certain real and personal property in various parts of the Colony of Newfoundland has been from time to time acquired by and in the names of various persons (being officers for the time being of the Salvation Army) on behalf of and for the purposes of the Salvation Army, and it is desirable to provide for the vesting of the said property in the present and future Generals for the time being of the Salvation Army.

Be it therefore enacted by the Governor, the Legislative Council, and the House of Assembly, in Legislative Session convened, as follows:—

1. The General of the Salvation Army for the time being shall be deemed a corporation sole, and shall be known and described as "The General of the Salvation Army."

2. All real and personal property which is now legally held or used as the property of the Salvation Army in the Colony of Newfoundland shall henceforth be, and the same is hereby vested in the said corporation to have and to hold the same to the said corporation for the religious, charitable and educational uses of the Salvation Army, provided, however, that the said corporation shall hold the said property for the same uses and trusts to which the same are now subject.

3. All real and personal property in the Colony of Newfoundland which at the time of the passing of this Act is vested in any person on behalf of or for the purposes of the Salvation Army for any estate or interest, shall, upon the signing by any such person or by his legal personal representative of a statement in writing that the same is so held and that he consents to the application thereto of the provisions of this Act, become vested in the General of the Salvation Army for the estate and interest and to the extent for or to which the same were respectively vested in such person.

4. The General of the Salvation Army shall have full power to acquire, by purchase, transfer, donation, exchange, devise, bequest, grant, gift, conveyance or otherwise any real or personal property in the Colony of Newfoundland or any estate or interest therein.

5. The General of the Salvation Army shall, subject to any restraint, reservation or condition contained in the document under which he shall have acquired title thereto, be entitled to sell, mortgage, lease and otherwise dispose of and deal with all property which may for the time being be vested in or have been acquired by him under any of the provisions of this Act.

6. No change of the person holding the office of General of the Salvation Army shall affect any real or personal property or any interest therein vested in the General of the Salvation Army, but such property and estate and interest therein shall vest in the succeeding General of the Salvation Army in the same way and to the same extent that they vested in the former General of the Salvation Army.

7. The General of the Salvation Army shall have power to appoint an attorney for such time and purposes and with such powers as shall be stated in the power of attorney.

8. The said William Bramwell Booth shall be deemed to be the present General of the Salvation Army.

9. Upon the recording in the Registry of Deeds of copies certified by the proper officer or sealed by the proper department of His Majesty's High Court of Justice in England of documents purporting to be the appointment of and acceptance of office by a General of the Salvation Army, the person named in such appointment and acceptance shall be deemed to be the General of the Salvation Army until the recording of similar certified copies of a new appointment and acceptance.

6. GEORGE V., CAP. 14.

An Act to Amend 3 George V., Cap 14., entitled "An Act respecting the Construction of a Railway through Labrador."

[PASSED MAY 4, 1916.]

SECTION 1.—Computation of time for construction.

Be it enacted by the Governor, the Legislative Council and House of Assembly, in Legislative Session convened, as follows:—

1. In computing the times for the commencement and completion of the railways as provided in sections 3 and 18 and the furnishing to the Government of a map or plan as provided in section 17 of the Act 3 George V., cap. 14, entitled "An Act respecting the construction of a railway through Labrador," and also the time limited by section 11 of the said Act with regard to importation of supplies, plant, exclusive franchise and determination of rights respectively, the period between the 4th day of August, 1914, and such date as His Majesty shall cause to be issued a Proclamation or Proclamations declaring that a state of war no longer exists between His Majesty and the countries with which hostilities are at present pending, and a period of six months thereafter, shall not be counted or taken into consideration.

RULES

To Regulate Appeals to His Majesty the King in Council from the Supreme Court of Newfoundland

At the Court of St. James's, the 13th day of October 1910.

PRESENT,—THE KING'S MOST EXCELLENT MAJESTY, LORD PRESIDENT, LORD CHAMBERLAIN, LORD PENTLAND, SIR W. S. ROBSON.

Whereas by an Act of Parliament passed in the fifth year of the reign of King George IV., entitled "An Act for the better administration of justice in Newfoundland and for other purposes," it is, among other things, enacted that it shall be lawful for His Majesty to allow any person or persons feeling aggrieved by any judgment, decree, order, or sentence of the Supreme Court of Newfoundland to appeal therefrom to His Majesty the King in such manner, within such time, and under and subject to such rules, regulations, and limitations as His Majesty may appoint and direct.

And whereas provision for such Appeals was made by the Royal Charter of Justice dated the 19th of September 1825.

And whereas it is expedient with a view to equalizing as far as may be the conditions under which His Majesty's subjects in the British Dominions beyond the Seas shall have a right of appeal to His Majesty in Council, and to promoting uniformity in the practice and procedure in all such Appeals, that the provision made for Appeals by the said Charter of Justice should be revoked and that new provision be made for Appeals from the said Supreme Court to His Majesty in Council.

It is hereby ordered by the King's Most Excellent Majesty, by and with the advice of His Privy Council, that so much of the said Charter of Justice as relates to Appeals to His Majesty in Council be and the same is hereby revoked, and instead thereof the rules hereunder set out shall regulate all Appeals to His Majesty in Council from the Supreme Court of Newfoundland.

1. In these Rules unless the context otherwise requires:—

“Appeal” means Appeal to His Majesty in Council;

“His Majesty” includes His Majesty’s heirs and successors;

“Judgment” includes decree, order, sentence or decision;

“Court” means either the Full Court or a single Judge of the Supreme Court of Newfoundland according as the matter in question is one which, under the Rules and Practice of the Supreme Court, properly appertains to the Full Court or to a single Judge;

“Record” means the aggregate of papers relating to an Appeal (including the pleadings, proceedings, evidence and judgments) proper to be laid before His Majesty in Council on the hearing of the Appeal;

“Registrar” means the Registrar or other proper officer having the custody of the Records in the Court appealed from;

“Month” means calendar month;

Words in the singular include the plural, and words in the plural include the singular.

2. Subject to the provisions of these Rules, an Appeal shall lie:—

(a) As of right, from any final judgment of the Court, where the matter in dispute on the appeal amounts to or is of the value of £500 sterling or upwards or where the Appeal involves, directly or indirectly, some claim or question to or respecting property or some civil right amounting to or of the value of £500 sterling or upwards; and

(b) At the discretion of the Court, from any other judgment of the Court, whether final or interlocutory, if, in the opinion of the Court, the question involved in the Appeal is one which, by reason of its great general or public importance, or otherwise, ought to be submitted to His Majesty in Council for decision.

3. Where, in any action or other proceeding, no final judgment can be duly given in consequence of a difference of opinion between the judges, the final judgment may be entered *pro forma* on the application of any

party to such action or other proceeding according to the opinion of the Chief Justice, or, in his absence of the senior puisne judge of the Court, but such judgment shall only be deemed final for purposes of an Appeal therefrom, and not for any other purpose.

4. Applications to the Court for leave to appeal shall be made by motion or petition within 14 days from the date of the judgment to be appealed from, and the Applicant shall give the opposite party notice of his intended application.

5. Leave to appeal under Rule 2 shall only be granted by the Court in the first instance—

(a) Upon condition of the Appellant, within a period to be fixed by the Court, but not exceeding three months from the date of the hearing of the application for leave to appeal, entering into good and sufficient security, to the satisfaction of the Court, in a sum not exceeding £500 for the due prosecution of the Appeal, and the payment of all such costs as may become payable to the Respondent in the event of the Appellants not obtaining an order granting him final leave to appeal, or of the Appeal being dismissed for non-prosecution, or of His Majesty in Council ordering the Appellant to pay the Respondent's costs of the Appeal (as the case may be) : and

(b) Upon such other conditions (if any) as to the time or times within which the Appellant shall take the necessary steps for the purpose of procuring the preparation of the Record and the despatch thereof to England as the Court, having regard to all the circumstances of the case, may think it reasonable to impose.

6. Where the judgment appealed from requires the Appellant to pay money or perform a duty, the Court shall have power, when granting leave to appeal, either to direct that the said judgment shall be carried into execution, or that the execution thereof shall be suspended pending the Appeal, as to the Court shall seem just, and in case the Court shall direct the said judgment to be carried into execution, the person in whose favour it was given shall, before the execution thereof, enter into good and sufficient security to the satisfaction of the Court, for the due performance of such Order as His Majesty in Council shall think fit to make thereon.

7. The preparation of the Record shall be subject to the supervision of the Court, and the parties may submit any disputed question arising in connection therewith to the decision of the Court, and the Court shall give such directions thereon as the justice of the case may require.

8. The Registrar, as well as the parties and their legal Agents, shall endeavour to exclude from the Record all documents (more particularly such as are merely formal) that are not relevant to the subject-matter of the Appeal, and, generally, to reduce the bulk of the Record as far as practicable, taking special care to avoid the duplication of documents and the unnecessary repetition of headings and other merely formal parts of documents; but the documents omitted to be copied or printed shall be enumerated in a list to be placed after the index or at the end of the Record.

9. Where in the course of the preparation of a Record one party objects to the inclusion of a document on the ground that it is unnecessary or irrelevant, and the other party nevertheless insists upon its being included, the Record, as finally printed (whether in Newfoundland or in England) shall with a view to the subsequent adjustment of the costs of and incidental to such document, indicate in the index of papers, or otherwise, the fact that, and the party by whom, the inclusion of the document was objected to.

10. The Record shall be printed in accordance with the Rules set forth in the schedule hereto. It may be so printed either in Newfoundland or in England.

11. Where the Record is printed in Newfoundland, the Registrar shall, at the expense of the Appellant, transmit to the Registrar of the Privy Council 40 copies of such Record, one of which copies he shall certify to be correct by signing his name on, or initialling, every eighth page thereof, and by affixing thereto the seal, if any, of the Court.

12. Where the Record is to be printed in England, the Registrar shall, at the expense of the Appellant, transmit to the Registrar of the Privy Council one certified copy of such Record, together with an Index of all the papers and exhibits in the case. No other certified copies of the Record shall be transmitted to the Agents in England by or on behalf of the parties to the Appeal.

13. Where part of the Record is printed in Newfoundland and part is to be printed in England, Rules 11 and 12 shall, as far as practicable,

able, apply to such parts as are printed in Newfoundland and such as are to be printed in England respectively.

14. The reasons given by the judge, or any of the judges, for or against any judgment pronounced in the course of the proceedings, out of which the Appeal arises, shall by such judge or judges be communicated in writing to the Registrar, and shall by him be transmitted to the Registrar of the Privy Council at the same time when the Record is transmitted.

15. Where there are two or more applications for leave to appeal arising out of the same matter, and the Court is of opinion that it would be for the convenience of the Lords of the Judicial Committee and all parties concerned that the Appeals should be consolidated, the Court may direct the Appeals to be consolidated and grant leave to appeal by a single order.

16. An Appellant who has obtained an order granting him conditional leave to appeal may at any time prior to the making of an order granting him final leave to appeal, withdraw his Appeal on such terms as to costs and otherwise as the Court may direct.

17. Where an Appellant, having obtained an order granting him conditional leave to appeal and having complied with the conditions imposed on him by such order fails thereafter to apply with due diligence to the Court for an order granting him final leave to appeal, the Court may, on an application in that behalf made by the Respondent, rescind the order granting conditional leave to appeal, notwithstanding the Appellant's compliance with the conditions imposed by such order, and may give such directions as to the costs of the Appeal and the security entered into by the Appellant as the Court shall think fit, or make such further or other order in the premises as, in the opinion of the Court, the justice of the case requires.

18. On an application for final leave to appeal, the Court may inquire whether notice, or sufficient notice, of the application has been given by the Appellant to all parties concerned, and, if not satisfied as to the notices given, may defer the granting of the final leave to appeal or may give such other directions in the matter as, in the opinion of the Court, the justice of the case requires.

19. An Appellant who has obtained final leave to appeal shall pro-

secute his Appeal in accordance with the Rules for the time being regulating the general practice and procedure in Appeals to His Majesty in Council.

20. Where an Appellant, having obtained final leave to appeal, desires, prior to the despatch of the Record to England, to withdraw his Appeal, the Court may, upon an application in that behalf made by the Appellant, grant him a certificate to the effect that the Appeal has been withdrawn, and the Appeal shall thereupon be deemed, as from the date of such certificate, to stand dismissed without express Order of His Majesty in Council, and the costs of the Appeal and the security entered into by the Appellant shall be dealt with in such manner as the Court may think fit to direct.

21. Where an Appellant, having obtained final leave to appeal, fails to show due diligence in taking all necessary steps for the purpose of procuring the despatch of the Record to England, the Respondent may, after giving the Appellant due notice of his intended application, apply to the Court for a certificate that the Appeal has not been effectually prosecuted by the Appellant, and if the Court sees fit to grant such a certificate, the Appeal shall be deemed, as from the date of such certificate, to stand dismissed for non-prosecution without express Order of His Majesty in Council, and the costs of the Appeal and the security entered into by the Appellant shall be dealt with in such manner as the Court may think fit to direct.

22. Where at any time between the order granting final leave to Appeal and the despatch of the Record to England the Record becomes defective by reason of the death, or change of status, of a party to the Appeal, the Court may, notwithstanding the order granting final leave to appeal, on an application in that behalf made by any person interested, grant a certificate showing who, in the opinion of the Court, is the proper person to be substituted or entered on the Record in place of or in addition to, the party who has died or undergone a change of status, and the name of such person shall thereupon be deemed to be so substituted or entered on the Record as aforesaid without express Order of His Majesty in Council.

23. Where the Record subsequently to its despatch to England becomes defective by reason of the death, or change of status, of a party to the Appeal, the Court shall, upon an application in that behalf made by any person interested, cause a certificate to be transmitted to the Regis-

trar of the Privy Council showing who, in the opinion of the Court, is the proper person to be substituted, or entered, on the Record, in place of, or in addition to, the party who has died or undergone a change of status.

24. The case of each party to the Appeal may be printed either in Newfoundland or in England and shall, in either event, be printed in accordance with the Rules set forth in the Schedule hereto, every tenth line thereof being numbered in the margin, and shall be signed by at least one of the Counsel who attends at the hearing of the Appeal, or by the party himself if he conducts his Appeal in person.

25. The case shall consist of paragraphs numbered consecutively and shall state, as concisely as possible the circumstances out of which the Appeal arises, the contentions to be urged by the party lodging the same, and the reasons of appeal. References by page and line to the relevant portions of the Record as printed shall, as far as practicable, be printed in the margin, and care shall be taken to avoid, as far as possible, the reprinting in the Case of long extracts from the Record. The taxing officer, in taxing the costs of the Appeal, shall, either of his own motion, or at the instance of the opposite party, inquire into any unnecessary prolixity in the case, and shall disallow the costs occasioned thereby.

26. Where the Judicial Committee directs a party to bear the costs of an Appeal incurred in Newfoundland, such costs shall be taxed by the proper officer of the Court in accordance with the rules for the time being regulating taxation in the Court.

27. The Court shall conform with, and execute, any Order which His Majesty in Council may think fit to make on an Appeal from a judgment of the Court in like manner as any original judgment of the Court should or might have been executed.

28. Nothing in these Rules contained shall be deemed to interfere with the right of His Majesty, upon the humble Petition of any person aggrieved by any judgment of the Court to admit his Appeal therefrom upon such conditions as His Majesty in Council shall think fit to impose.

SCHEDULE.

I. Records and Cases in Appeals to His Majesty in Council shall be printed in the form known as Demy Quarto.

II. The size of the paper used shall be such that the sheet when folded and trimmed will be 11 inches in height and $8\frac{1}{2}$ inches in width.

III. The type to be used in the text shall be Pica type, but Long Primer shall be used in printing accounts, tabular matter and notes.

IV. The number of lines in each page of Pica type shall be 47 or thereabouts, and every tenth line shall be numbered in the margin.



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Newfoundland. Statutes
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(Third series). 1916.
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Statutes
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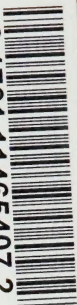
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